

CITY COUNCIL PROCEEDINGS  
June 12, 2024

The City Council of the City of David City, Nebraska, met in open public session at 7:00 p.m. in the meeting room of the City Office at 490 "E" Street, David City, Nebraska. The Public had been advised of the meeting by posting in four public places (City Office, US Post Office, Butler County Courthouse and Hruska Public Library). The Mayor and members of the City Council acknowledged advance notice of the meeting by signing the Agenda which is a part of these minutes. The advance notice to the Public, Mayor, and Council members conveyed the availability of the agenda, which was kept continuously current in the office of the City Clerk and was available for public inspection on the City's website. No new items were added to the agenda during the twenty-four hours immediately prior to the opening of the Council meeting.

Present for the meeting were: Mayor Jessica Miller, Council President Bruce Meysenburg, Council members Kevin Woita, Pat Meysenburg, Jim Angell, Keith Marvin, Tom Kobus, City Attorney Michael Sands, and Interim City Administrator/City Clerk Tami Comte.

Also present for the meeting were: Deputy Clerk Lori Matchett, Police Chief Marla Schnell, Building Inspector Gary Meister, Ethan Joy with JEO, Marlene Hein, Jim Thege and Bryan Sharp with AGP.

The meeting opened with the Pledge of Allegiance.

Mayor Jessica Miller informed the public of the "Open Meetings Act" posted on the west wall of the meeting room and asked those present to please silence their cell phones. Mayor Miller read the speaking guidelines for the City Council meeting. She also reminded the public that if they speak tonight in front of the Council, they must state their name and address for the record.

Council member Jim Angell made a motion to approve the minutes of the May 22, 2024 Council meeting as presented. Council Member Kevin Woita seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

Council member Kevin Woita made a motion to approve the claim to Marvin Planning Consultants. Council Member Jim Angell seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Abstain (With Conflict), Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 5, Nay: 0, Abstain (With Conflict): 1

Council member Kevin Woita made a motion to approve the claim to D-Sign Shop. Council Member Tom Kobus seconded the motion. The motion carried.

Jim Angell: Abstain (With Conflict), Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 5, Nay: 0, Abstain (With Conflict): 1

Council member Keith Marvin made a motion to approve the claims as presented. Council Member Jim Angell seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

Mayor Miller called for committee and officer reports. Mayor Miller stated that the Police Department had 180 calls for the month of May and that did not include the calls to assist Butler County.

Council member Keith Marvin made a motion to approve the committee and officer reports as presented. Council Member Kevin Woita seconded the motion. The motion carried. Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

Council member Bruce Meysenburg made a motion to approve Certificate of Payment #15 in the amount of \$303,089.64 to Velocity Constructors Inc. for the 2022 Water Treatment Plant Upgrades. Council Member Tom Kobus seconded the motion. The motion carried. Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

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**Contractor's Application for Payment**

Owner: <u>City of David City</u>	Owner's Project No.: _____																								
Engineer: <u>JEO Consulting Group, Inc.</u>	Engineer's Project No.: <u>202024.00</u>																								
Contractor: <u>Velocity Constructors Inc.</u>	Contractor's Project No.: _____																								
Project: <u>2022 Water Treatment Plant Upgrades, SRF Project No. D311686</u>																									
Contract: <u>2022 Water Treatment Plant Upgrades, SRF Project No. D311686</u>																									
Application No.: <u>15</u>	Application Date: <u>6/1/2024</u>																								
Application Period: From <u>5/1/2024</u>	to <u>6/1/2024</u>																								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">1. Original Contract Price</td> <td style="text-align: right; border-bottom: 1px solid black;">\$ 10,562,772.00</td> </tr> <tr> <td>2. Net change by Change Orders</td> <td style="text-align: right; border-bottom: 1px solid black;">\$ 139,302.51</td> </tr> <tr> <td>3. Current Contract Price (Line 1 + Line 2)</td> <td style="text-align: right; border-bottom: 1px solid black;">\$ 10,702,074.51</td> </tr> <tr> <td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td> <td style="text-align: right; border-bottom: 1px solid black;">\$ 4,858,263.63</td> </tr> <tr> <td colspan="2">5. Retainage</td> </tr> <tr> <td style="padding-left: 20px;">a. <u>5%</u> X <u>\$ 2,981,790.01</u> Work Completed =</td> <td style="text-align: right; border-bottom: 1px solid black;">\$ 149,089.50</td> </tr> <tr> <td style="padding-left: 20px;">b. <u>5%</u> X <u>\$ 1,876,473.62</u> Stored Materials =</td> <td style="text-align: right; border-bottom: 1px solid black;">\$ 93,823.68</td> </tr> <tr> <td style="padding-left: 20px;">c. Total Retainage (Line 5.a + Line 5.b)</td> <td style="text-align: right; border-bottom: 1px solid black;">\$ 242,913.18</td> </tr> <tr> <td>6. Amount eligible to date (Line 4 - Line 5.c)</td> <td style="text-align: right; border-bottom: 1px solid black;">\$ 4,615,350.45</td> </tr> <tr> <td>7. Less previous payments (Line 6 from prior application)</td> <td style="text-align: right; border-bottom: 1px solid black;">\$ 4,312,260.81</td> </tr> <tr> <td>8. Amount due this application</td> <td style="text-align: right; border-bottom: 1px solid black;">\$ 303,089.64</td> </tr> <tr> <td>9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)</td> <td style="text-align: right; border-bottom: 1px solid black;">\$ 6,086,724.06</td> </tr> </table>		1. Original Contract Price	\$ 10,562,772.00	2. Net change by Change Orders	\$ 139,302.51	3. Current Contract Price (Line 1 + Line 2)	\$ 10,702,074.51	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 4,858,263.63	5. Retainage		a. <u>5%</u> X <u>\$ 2,981,790.01</u> Work Completed =	\$ 149,089.50	b. <u>5%</u> X <u>\$ 1,876,473.62</u> Stored Materials =	\$ 93,823.68	c. Total Retainage (Line 5.a + Line 5.b)	\$ 242,913.18	6. Amount eligible to date (Line 4 - Line 5.c)	\$ 4,615,350.45	7. Less previous payments (Line 6 from prior application)	\$ 4,312,260.81	8. Amount due this application	\$ 303,089.64	9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 6,086,724.06
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<p><b>Contractor's Certification</b></p> <p>The undersigned Contractor certifies, to the best of its knowledge, the following:</p> <p>(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;</p> <p>(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and</p> <p>(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.</p>																									
Contractor: <u>James Sulzbach - Project Manager Velocity Constructors</u>																									
Signature: <u><i>James Sulzbach</i></u>	Date: <u>6/1/2024</u>																								
Recommended by Engineer	Approved by Owner																								
By: <u><i>Sarah Nguyen</i></u>	By: _____																								
Title: <u>Project Engineer</u>	Title: _____																								
Date: <u>6/5/2024</u>	Date: _____																								

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of David City	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	202024.00
Contractor:	Velocity Constructors Inc.	Contractor's Project No.:	
Project:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686		
Contract:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686		

Application No.: 15 Application Period: From 05/01/24 to 06/01/24 Application Date: 06/01/24

A Item No.	B Description	C Scheduled Value (\$)	D Work Completed		F Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Original Contract								
BASE BID GROUP A - General Water Plant Improvements <sup>1</sup>								
B-1.01	Mobilization	1,030,293.00	515,146.50			515,146.50	50%	515,146.50
B-1.02	Bonding and Insurance	66,647.00	66,647.00			66,647.00	100%	-
B-1.03	Aerator Rehabilitation and Cleaning	114,481.00	-	2,000.00		2,000.00	2%	112,481.00
B-1.04	Existing Pipe Cleaning & Repainting	57,573.00	1,000.00	-		1,000.00	2%	56,573.00
B-1.05	Electrical Improvements, Complete	1,840,041.00	565,000.00	90,000.00	157,069.46	812,069.46	44%	1,027,971.54
B-1.06	Demolition of Exterior Infrastructure	32,732.00	30,000.00	-		30,000.00	92%	2,732.00
B-1.07	Demolition of Interior Infrastructure	90,500.00	65,000.00	-		65,000.00	72%	25,500.00
B-1.08	Building Improvements (Doors/Windows)	80,036.00	2,000.00	-	40,000.00	42,000.00	52%	38,036.00
B-1.09	Building Improvements (Interior Painting)	523,405.00	22,000.00	-		22,000.00	4%	501,405.00
B-1.10	First Floor Roof Membrane Replacement	174,179.00	2,000.00	-		2,000.00	1%	172,179.00
B-1.11	Skylight Replacement	48,568.00	2,000.00	-	24,882.00	26,882.00	55%	21,686.00
B-1.12	HVAC Improvements	148,128.00	2,000.00	-		2,000.00	1%	146,128.00
B-1.13	Plumbing Improvements	92,021.00	23,000.00	-		23,000.00	25%	69,021.00
B-1.14	Lab Improvements	21,099.00	2,000.00	-	18,159.93	20,159.93	96%	939.07
B-1.15	Hardness Monitoring Equipment and Meters	77,743.00	2,000.00	-		2,000.00	3%	75,743.00
B-1.16	Site Paving and Grading	58,690.00	1,000.00	1,000.00		2,000.00	3%	56,690.00
B-1.17	Fencing and Gates	58,513.00	2,000.00	-	21,500.00	23,500.00	40%	35,013.00
B-1.18	Misc. Site Improvements	148,846.00	50,000.00	-	15,000.00	65,000.00	44%	83,846.00
B-1.19	Exterior Piping Improvements	338,959.00	128,000.00	-	192,731.59	320,731.59	95%	18,227.41
B-1.20	Seeding, Fertilizer and Mulch	6,610.00	-	-		-	0%	6,610.00
B-1.21	Erosion Control	5,751.00	5,751.00	-		5,751.00	100%	-
BASE BID GROUP B - Gravity Filter System Improvements <sup>1</sup>								
B-1.22	New Gravity Filter Equipment, Complete (Media/Wash Troughs/ Air Blower/ Control Panel / Solenoid Panel / Instrumentation / Piping / Valves / Media Strainers)	693,132.00	173,000.00	-	474,573.81	647,573.81	93%	45,558.19
B-1.23	Gravity Filter Equipment Installation	45,979.00	24,000.00	-	-	24,000.00	52%	21,979.00
B-1.24	Electrical	25,200.00	12,000.00	-	5,000.00	17,000.00	67%	8,200.00

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of David City	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	202024.00
Contractor:	Velocity Constructors Inc.	Contractor's Project No.:	
Project:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686		
Contract:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686		

Application No.: 15 Application Period: From 05/01/24 to 06/01/24 Application Date: 06/01/24

A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
<b>BASE BID GROUP C - Reverse Osmosis<sup>1</sup></b>								
B-1.25	CCRO and CIP Tank Skids (Equipment Only)	2,126,760.00	2,000.00	-	200,291.25	202,291.25	10%	1,924,468.75
B-1.26	CCRO and CIP Tank Skids (Installation)	7,208.00	-	-	-	-	0%	7,208.00
B-1.27	Existing Maintenance Facility Demolition	27,093.00	27,093.00	-	-	27,093.00	100%	-
B-1.28	RO Room Expansion, Block Construction	245,926.00	230,000.00	-	13,900.00	243,900.00	99%	2,026.00
B-1.29	New Existing Maintenance Facility Floor Pavement	3,174.00	3,000.00	-	-	3,000.00	95%	174.00
B-1.30	New Existing Maintenance Facility Roof	28,709.00	21,000.00	-	-	21,000.00	73%	7,709.00
B-1.31	Overhead Doors	22,781.00	2,000.00	-	17,000.00	19,000.00	83%	3,781.00
B-1.32	Access Doors	8,791.00	2,000.00	-	-	2,000.00	23%	6,791.00
B-1.33	Single Girder Bridge Crane & Hoist (Equipment Only)	20,361.00	1,000.00	-	-	1,000.00	5%	19,361.00
B-1.34	Single Girder Bridge Crane & Hoist (Installation)	12,387.00	2,000.00	5,000.00	-	7,000.00	57%	5,387.00
B-1.35	Below Grade CCRO Skid Piping, Complete	57,740.00	57,740.00	-	-	57,740.00	100%	-
B-1.36	Above Grade CCRO & CIP Skid Piping, Complete	129,743.00	2,000.00	-	62,573.07	64,573.07	50%	65,169.93
B-1.37	Electrical	10,000.00	3,000.00	-	2,000.00	5,000.00	50%	5,000.00
<b>BASE BID GROUP D - Intermediate Cleanwell<sup>1</sup></b>								
B-1.38	Intermediate Cleanwell Structural Concrete	170,506.00	147,000.00	-	20,000.00	167,000.00	98%	3,506.00
B-1.39	Cleanwell Hatches	15,613.00	2,000.00	-	-	2,000.00	13%	13,613.00
B-1.40	Vertical Turbine Pumps	113,608.00	12,000.00	-	85,940.88	97,940.88	86%	15,667.12
B-1.41	Degasser (Equipment Only)	112,153.00	112,153.00	-	-	112,153.00	100%	-
B-1.42	Degasser (Installation)	6,407.00	-	-	-	-	0%	6,407.00
B-1.43	Pump Building, Block Construction	116,781.00	97,000.00	-	5,000.00	102,000.00	87%	14,781.00
B-1.44	Stairs and Miscellaneous Metals	4,603.00	2,000.00	-	2,000.00	4,000.00	87%	603.00
B-1.45	Cleanwell Ladders	4,749.00	-	-	3,000.00	3,000.00	63%	1,749.00
B-1.46	Fluid Applied Exterior Membrane	103,757.00	103,757.00	-	-	103,757.00	100%	-
B-1.47	Intermediate Cleanwell Piping, Fittings, Valves, Meters, Complete	77,335.00	9,000.00	-	67,159.61	76,159.61	98%	1,175.39
B-1.48	Weir Plate and Weir Window	4,398.00	1,000.00	-	2,000.00	3,000.00	68%	1,398.00
B-1.49	Electrical	50,400.00	3,000.00	5,000.00	10,000.00	18,000.00	36%	32,400.00

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of David City	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	202024.00
Contractor:	Velocity Constructors Inc.	Contractor's Project No.:	
Project:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686		
Contract:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686		

Application No.: 15 Application Period: From 05/01/24 to 06/01/24 Application Date: 06/01/24

A	B	C	D		E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)	
			(D + E) From Previous Application (\$)	This Period (\$)					
<b>BASE BID GROUP E - Chemical Feed System Improvements<sup>1</sup></b>									
B-1.50	Chemical Feed System Improvements	149,305.00	7,000.00	-	113,869.00	120,869.00	81%	28,436.00	
B-1.51	Gas Chlorine System Improvements	62,365.00	2,000.00	-	-	2,000.00	3%	60,365.00	
B-1.52	Electrical	15,120.00	2,000.00	-	3,000.00	5,000.00	33%	10,120.00	
<b>BASE BID GROUP F - Backwash Improvements<sup>1</sup></b>									
B-1.53	Backwash Waste Pump and Piping Improvements, Complete	161,971.00	3,000.00	-	54,553.19	57,553.19	36%	104,417.81	
B-1.54	Proposed Manhole Improvements	1,551.00	1,200.00	-	-	1,200.00	77%	351.00	
B-1.55	Backwash Pit Access Hatch	3,727.00	-	-	-	-	0%	3,727.00	
B-1.56	Backwash Supply Pump and Piping Improvements, Complete	103,300.00	2,000.00	-	69,409.93	71,409.93	69%	31,890.07	
B-1.57	Electrical/Generator	252,000.00	23,000.00	-	122,859.90	145,859.90	58%	106,140.10	
<b>Bid Alternate #1</b>									
BA1-1	Gravity Filter Effluent Valve Replacement <sup>1</sup>	220,730.00	162,000.00	-	50,000.00	212,000.00	96%	8,730.00	
<b>Bid Alternate #2</b>									
BA2-1	Demolish Existing Upflow Clarifier Unit, Complete <sup>1</sup>	113,190.00	-	-	23,000.00	23,000.00	20%	90,190.00	
<b>Original Contract Totals</b>		<b>\$ 10,343,448.00</b>	<b>\$ 2,739,487.50</b>	<b>\$ 103,000.00</b>	<b>\$ 1,876,473.62</b>	<b>\$ 4,718,961.12</b>	<b>46%</b>	<b>\$ 5,624,486.88</b>	
<b>Change Orders</b>									
CO-1	12" Underlab Pipe	54,560.00	54,560.00	-	-	54,560.00	100%	-	
CO-2	Misc	84,742.51	84,742.51	-	-	84,742.51	100%	-	
<b>Change Order Totals</b>		<b>\$ 139,302.51</b>	<b>\$ 139,302.51</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 139,302.51</b>	<b>100%</b>	<b>\$ -</b>	
<b>Original Contract and Change Orders</b>									
<b>Project Totals</b>		<b>\$ 10,482,750.51</b>	<b>\$ 2,878,790.01</b>	<b>\$ 103,000.00</b>	<b>\$ 1,876,473.62</b>	<b>\$ 4,858,263.63</b>	<b>46%</b>	<b>\$ 5,624,486.88</b>	

<sup>1</sup> Sales Tax for Materials & Equipment Included

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of David City	Owner's Project No.:	
Engineer:	JED Consulting Group, Inc.	Engineer's Project No.:	202034.00
Contractor:	Velocity Constructors Inc.	Contractor's Project No.:	
Project:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686		
Contract:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686		

Application No.:	15	Application Period:	From	03/01/24	to	06/01/24	Application Date:	06/01/24
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A	B	C	D	E	F	G	H	I	J	K	L			
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)			
						Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)							
Original Contract														
Base Bid <sup>1</sup>														
B-2	Install Aggregate Surfacing	358.00	TONS	42.50	15,215.00		-		-	0%	15,215.00			
B-3	Final Cleanwell Roof Slab Rehabilitation	100.00	SF	140.30	14,030.00		-		-	0%	14,030.00			
Bid Alternate #3														
BA3-1	Install 6" Concrete Pavement <sup>1</sup>	1,324.00	SY	143.56	190,079.00		-		-	0%	190,079.00			
Original Contract Totals					\$	219,324.00		\$	-	\$	-	0%	\$	219,324.00
Original Contract and Change Orders														
Project Totals					\$	219,324.00		\$	-	\$	-	0%	\$	219,324.00

<sup>1</sup> Sales Tax for Materials & Equipment Included



Stored Materials Summary											Contractor's Application for Payment				
Owner:		City of David City						Owner's Project No.:							
Engineer:		JEO Consulting Group, Inc.						Engineer's Project No.:		202024.00					
Contractor:		Velocity Constructors Inc.						Contractor's Project No.:							
Project:		2022 Water Treatment Plant Upgrades, SRF Project No. 0311886													
Contract:		2022 Water Treatment Plant Upgrades, SRF Project No. 0311886													
Application No.:		15		Application Period: From		05/01/24		to		06/01/24		Application Date:		06/01/24	
A	B	C	D	E	F	G	H	I	J	K	L	M			
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Materials Stored			Incorporated in Work			Materials Remaining in Storage (I - L)			
						Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G + H)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (J + K)				
B-1.19	5894901		Yard Pipe	On Site	3	36,399.00	-	36,399.00	36,399.00	-	36,399.00	-			
B-1.19	5898108		Yard Pipe	On Site	4	3,033.85	-	3,033.85				-	3,033.85		
B-1.19	5895976		Yard Pipe	On Site	4	4,484.62	-	4,484.62				-	4,484.62		
B-1.19	835125		Yard Pipe	On Site	4	6,039.99	-	6,039.99				-	6,039.99		
B-1.19	896907		Yard Pipe	On Site	4	23,979.17	-	23,979.17				-	23,979.17		
B-1.19	5897709		Yard Pipe	On Site	4	29,725.95	-	29,725.95				-	29,725.95		
B-1.29 & 38			Rebar	On Site	4	33,900.00	-	33,900.00	33,900.00	-	33,900.00	-			
B-1.19	T241554		Yard Pipe	On Site	5	370.34	-	370.34				-	370.34		
B-1.19	T203897		Yard Pipe	On Site	5	520.82	-	520.82				-	520.82		
B-1.19	T063782		Yard Pipe	On Site	5	1,012.90	-	1,012.90				-	1,012.90		
B-1.24,37,40,51,57	Pay App 2		Electrical Fixtures	On Site	5	30,708.14	-	30,708.14				-	30,708.14		
B1.56	0902556-IN		Electric Pumps	On Site	6	26,934.00	-	26,934.00				-	26,934.00		
B1.47	34604		Mellen Valves PIV	On Site	7	27,865.08	-	27,865.08				-	27,865.08		
B1.43	26123		Misc Metals Decking	On Site	7	5,000.00	-	5,000.00				-	5,000.00		
B-1.57	13 Invoices		Electrical	On Site	7	112,151.76	-	112,151.76				-	112,151.76		
B-1.22	92500		WesTech	Submittals	7	22,224.99	-	22,224.99				-	22,224.99		
B1.31	228627		Overhead Doors	On Site	8	17,000.00	-	17,000.00				-	17,000.00		
B-1.19	8 Invoices		Yard Pipe	On Site	9	15,646.65	-	15,646.65				-	15,646.65		
B-1.47	Mellen		Air Vac	On Site	9	3,442.69	-	3,442.69				-	3,442.69		
B-1.53	1 Invoice		Inside Pipe	On Site	9	23,997.39	-	23,997.39				-	23,997.39		
B-1.17	T897108		Lang Fence	On Site	9	21,500.00	-	21,500.00				-	21,500.00		
B-1.40			Vertical Turbine Pumps	On Site	10	85,940.88	-	85,940.88		85,940.88	85,940.88	-			
B-1.05	HOA		Electrical HOA	Pictures	10	143,249.80	-	143,249.80				-	143,249.80		
B-1.22	Mellen		Gate Valves	On Site	10	20,930.00	-	20,930.00				-	20,930.00		
B-1.47	CBM		Clearwell Pipe	On Site	10	6,053.55	-	6,053.55		6,053.55	6,053.55	-			
B-1.22	Vesco		Blower	On Site	11	50,000.00	-	50,000.00				-	50,000.00		
B-1.25	Gurney		Split Case Pump	On Site	11	18,227.00	-	18,227.00				-	18,227.00		
B1.47	8 Invoices		Piping	On Site	11	29,798.29	-	29,798.29				-	29,798.29		
B-1.50	Gurney		Chem Feed	On Site	12	113,869.00	-	113,869.00				-	113,869.00		
B-1.22	WesTech		Troughs	On Site	12	103,664.94	-	103,664.94		50,000.00	50,000.00	-	53,664.94		
B-1.56	Mellen		Valves	On Site	12	7,651.85	-	7,651.85				-	7,651.85		
B-1.56	3 Invoice		Inside Piping	On Site	12	34,824.08	-	34,824.08				-	34,824.08		
B-1.22	94231		Filter Rehab - WesTech	On Site	13	187,247.48	-	187,247.48				-	187,247.48		
B-1.22	35522		Mellen - Valves	On Site	13	90,506.40	-	90,506.40				-	90,506.40		
B-1.19	35489		Mellen - Valves	On Site	13	24,828.20	-	24,828.20				-	24,828.20		
B-1.19	35608		Mellen - Valves	On Site	13	44,019.10	-	44,019.10				-	44,019.10		
B-1.36	10 Inv		Core and Main - Piping	On Site	13	39,821.77	-	39,821.77				-	39,821.77		
B-1.11	Pay App 1		Skylight	On Site	14	24,882.00	-	24,882.00				-	24,882.00		
B1.18,44,45,48,842-1	Pay App		Misc Metals Decking	On Site	14	45,000.00	-	45,000.00				-	45,000.00		
BA1-1	35785		Valves	On Site	14	50,000.00	-	50,000.00				-	50,000.00		
B-1.19	C1438085		NCP	On Site	14	2,671.00	-	2,671.00				-	2,671.00		
B-1.36	U550028		Piping	On Site	14	6,933.75	-	6,933.75				-	6,933.75		
B-1.05	11766		Enclosures	On Site	14	13,819.66	-	13,819.66				-	13,819.66		
B-1.53	2212-15350		Valves	On Site	14	30,555.80	-	30,555.80				-	30,555.80		



Stored Materials Summary						Contractor's Application for Payment						
Owner: <u>City of David City</u>						Owner's Project No.: _____						
Engineer: <u>JEO Consulting Group, Inc.</u>						Engineer's Project No.: <u>202024.00</u>						
Contractor: <u>Velocity Constructors Inc.</u>						Contractor's Project No.: _____						
Project: <u>2022 Water Treatment Plant Upgrades, SRF Project No. D311686</u>												
Contract: <u>2022 Water Treatment Plant Upgrades, SRF Project No. D311686</u>												
Application No.: <u>15</u>		Application Period: From <u>05/01/24</u> to <u>06/01/24</u>				Application Date: <u>06/01/24</u>						
A Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	B Supplier Invoice No.	C Submittal No. (with Specification Section No.)	D Description of Materials or Equipment Stored	E Storage Location	F Application No. When Materials Placed in Storage	G Materials Stored			H Incorporated in Work		M Materials Remaining in Storage (I - L)	
						Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G + H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)		Total Amount Incorporated in the Work (J + K) (\$)
B-1.08	Pay App		Misc Metals Decking	Onsite	14	40,000.00	-	40,000.00			-	40,000.00
B-1.36	035999		Check Valves	Onsite	15		15,817.55	15,817.55			-	15,817.55
B-1.25	951613138		RO Submittals	Submittals	15		182,064.25	182,064.25			-	182,064.25
B-1.14	INV043403		Plastic Cabinets	Onsite	15		18,159.93	18,159.93			-	18,159.93
											-	-
											-	-
											-	-
											-	-
Totals						\$ 1,660,431.89	\$ 216,041.79	\$ 1,876,473.62	\$ 70,299.00	\$ 141,994.43	\$ 70,299.00	\$ 1,304,158.25

Council member Tom Kobus made a motion to approve Pay Estimate #3 in the amount of \$331,839.83 to BRB Contractors, Inc. for the Wastewater Treatment Plant Improvement Project. Council Member Kevin Woita seconded the motion. The motion carried. Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat

Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0



June 5, 2024

Tami Comte  
City Clerk  
City of David City  
1220 E Street  
David City, NE 68632

**VEENSTRA & KIMM INC.**

3000 Westown Parkway  
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000  
www.v-k.net

CITY OF DAVID CITY, NEBRASKA  
WASTEWATER TREATMENT PLANT IMPROVEMENT  
PARTIAL PAYMENT ESTIMATE NO. 3

Enclosed is a copy of Partial Payment Estimate No. 3 submitted by BRB Contractors, Inc. Partial Payment Estimate No. 3 is in the amount of \$331,839.83.

Veenstra & Kimm, Inc. has reviewed Partial Payment Estimate No. 3 and would recommend its approval and payment.

Partial Payment Estimate No. 3 covers work during the month of May 2024. During the month of May BRB Contractors, Inc. primarily worked on the new SBR tanks. During the month of May there were a number of additional materials stored items that were added to the payment estimate.

As of the end of May, BRB Contractors is slightly behind its original schedule. The rainfall during the month of May has slowed the construction progress. It does not appear any rainfall related delays will affect the overall schedule of the project. The critical factors for the project completion are equipment items with relatively long delivery times. There should be adequate time for BRB Contracting, Inc. to complete the required work items before that work would affect the overall completion date.

If you have any questions or comments concerning the project, please contact the writer at 515-225-8000, or at [bveenstra@v-k.net](mailto:bveenstra@v-k.net).

VEENSTRA & KIMM, INC.

H. R. Veenstra Jr.

HRVJr:rsb  
6478  
Enclosure

**BUILDING RELATIONSHIPS ENGINEERING SOLUTIONS**

<b>Contractor's Application for Payment No.</b>		<b>3</b>
Application Period: Through: 5/21/2024		Application Date: 5/21/2024
To (Owner): David City NE	Firm (Contractor): BRB Contractors, Inc	Via (General Contractor):
Project: David City WWT Facility Improvements	Contract:	
Owner's Contract No.:	Contractor's Project No: NE3DAV	Engineer's Project No: 6475

**Application For Payment**  
**Change Order Summary**

Approved Change Orders	1. ORIGINAL CONTRACT PRICE.....
Number	\$ <b>116,882,000.00</b>
Additions	2. Net change by Change Orders..... \$
Deductions	3. Current Contract Price (Line 1 + 2a-2b)..... \$ <b>116,882,000.00</b>
	4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)..... \$ <b>1,926,263.10</b>
	5. RETAINAGE:
	a. 5% X <u>11,231,496.00</u> Work Completed..... \$ <b>561,574.80</b>
	b. 5% X <u>568,767.10</u> Stored Material..... \$ <b>284,383.55</b>
	c. Total Retainage (Line 5a + Line 5b)..... \$ <b>845,958.35</b>
	6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ <b>1,080,304.75</b>
TOTALS	7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$
NET CHANGE BY	8. AMOUNT DUE THIS APPLICATION..... \$ <b>1,080,304.75</b>
CHANGE ORDERS	9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)..... \$ <b>1,080,304.75</b>

**Contractor's Certification**

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective

By: Josh Klug Date: 5/21/2024  
 Project Manager  
 BRB Contractors, Inc

Payment of: \$ 1,080,304.75  
 (Line 8 or other - attach explanation of the other amount)

is recommended by: [Signature] 6/4/2024  
 (Engineer) (Date)

Payment of: \$ 1,080,304.75  
 (Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_  
 (Owner) (Date)

Approved by: \_\_\_\_\_  
 Funding Agency (if applicable) (Date)

Application Period: Through 5/21/2024				Application Date: 5/21/2024					
A	B	C	D	E	F	G	H	I	J
Cost Code	Description	Original Contract Amount	Approved Change Order Amount	Current Contract Amount (C+D)	From Previous Application	Completed This Period	Materials Stored (Not in F or G)	Total Completed and Stored to Date (F+G+H)	% Cmpl
<b>GENERAL SITEWORK</b>									
	Mob/tra	\$ 750,000.00		\$ 750,000.00	\$750,000.00			\$750,000.00	100.0%
	Bonds and Insurance	\$ 180,000.00		\$ 180,000.00	\$174,496.00			\$174,496.00	96.9%
	SWPP Items	\$ 25,000.00		\$ 25,000.00	\$15,000.00			\$15,000.00	60.0%
	Site Cleanup	\$ 30,000.00		\$ 30,000.00					
	12" & 10" Forcemain Piping	\$ 300,000.00		\$ 300,000.00			\$15,035.20	\$15,035.20	5.0%
	Other Piping	\$ 1,065,000.00		\$ 1,065,000.00		\$35,000.00	\$9,603.70	\$44,603.70	4.1%
	Precast Manholes	\$ 65,000.00		\$ 65,000.00					
	Instrumentation & Control	\$ 50,000.00		\$ 50,000.00					
	Electrical/Generator Work	\$ 125,000.00		\$ 125,000.00	\$2,000.00	\$15,000.00		\$17,000.00	13.6%
									#DIV/0!
<b>HEADWORKS BUILDING</b>									
									#DIV/0!
	Excavation & Backfill	\$ 150,000.00		\$ 150,000.00					
	Concrete Base Structure	\$ 500,000.00		\$ 500,000.00					
	Concrete Walls Structure	\$ 1,207,000.00		\$ 1,207,000.00					
	Concrete FloorDeck Structure	\$ 350,000.00		\$ 350,000.00					
	Misc. Metals Furnish/Install	\$ 50,000.00		\$ 50,000.00			\$6,675.00	\$6,675.00	13.4%
	Masonry Above Structure	\$ 225,000.00		\$ 225,000.00					
	Doors & Windows Furnish/Install	\$ 65,000.00		\$ 65,000.00					
	Roof Trusses Furnish/Install	\$ 45,000.00		\$ 45,000.00					
	Standing Seam Roof & Squealabs	\$ 100,000.00		\$ 100,000.00					
	Slide Gates Furnish/Install	\$ 100,000.00		\$ 100,000.00					
	Bar Screens Furnish/Install	\$ 200,000.00		\$ 200,000.00					
	Oil Skimmers Furnish/Install	\$ 1,300,000.00		\$ 1,300,000.00					
	Pumpall Flame	\$ 10,000.00		\$ 10,000.00					
	Indoor Sump/ter	\$ 20,000.00		\$ 20,000.00					
	Painting Structure	\$ 40,000.00		\$ 40,000.00					
	Instrumentation & Control Work	\$ 950,000.00		\$ 950,000.00					
	Mechanical Work	\$ 270,000.00		\$ 270,000.00					
	Electrical Work	\$ 700,000.00		\$ 700,000.00					
									#DIV/0!
<b>AGP FLUME NO. 20</b>									
									#DIV/0!
	Excavation & Backfill	\$ 15,000.00		\$ 15,000.00					
	Concrete Base	\$ 20,000.00		\$ 20,000.00					
	Concrete Walls	\$ 42,000.00		\$ 42,000.00					
	Misc. Metals Furnish/Install	\$ 10,000.00		\$ 10,000.00					
	Oil Skimmer Flame Furnish/Install	\$ 15,000.00		\$ 15,000.00					
									#DIV/0!
<b>INFLUENT PUMP STATION</b>									
									#DIV/0!
	Excavation & Backfill	\$ 160,000.00		\$ 160,000.00					
	Concrete Base	\$ 50,000.00		\$ 50,000.00					
	Concrete Walls	\$ 327,000.00		\$ 327,000.00					
	Concrete Roof	\$ 100,000.00		\$ 100,000.00					
	Misc. Metals Furnish/Install	\$ 50,000.00		\$ 50,000.00					
	Furnish & Install Pumps	\$ 525,000.00		\$ 525,000.00					
	Furnish & Install Jib Cranes & Foundation	\$ 50,000.00		\$ 50,000.00					
	Painting Work	\$ 35,000.00		\$ 35,000.00					
	Electrical Work	\$ 50,000.00		\$ 50,000.00					
									#DIV/0!
<b>NEW SBR STRUCTURE</b>									
									#DIV/0!
	Excavation & Backfill	\$ 350,000.00		\$ 350,000.00	\$140,000.00	\$70,000.00		\$210,000.00	60.0%
	Installation/Removal Street Pile Wall	\$ 300,000.00		\$ 300,000.00					

SBR Concrete Base Sections	\$ 520,000.00	\$ 520,000.00			\$126,904.96	\$126,904.96	24.4%
SBR Concrete Wall Sections	\$ 1,201,000.00	\$ 1,201,000.00			\$269,194.74	\$269,194.74	21.3%
SBR Basin Equipment Aeration	\$ 1,000,000.00	\$ 1,000,000.00			\$100,000.00	\$100,000.00	10.0%
SBR Basin Equipment Pumps	\$ 50,000.00	\$ 50,000.00			\$5,000.00	\$5,000.00	10.0%
Misc. Metals Furnish/Install	\$ 40,000.00	\$ 40,000.00					
Painting Work	\$ 15,000.00	\$ 15,000.00					
Electrical Work	\$ 50,000.00	\$ 50,000.00	\$15,000.00			\$15,000.00	30.0%
							ND/ND/
<b>BLOWER BUILDING MODIFICATIONS</b>							ND/ND/
Concrete Floor/Wall Demolition	\$ 15,000.00	\$ 15,000.00					
Excavation & Backfill	\$ 15,000.00	\$ 15,000.00					
New Concrete Floor and Blower Bases	\$ 35,000.00	\$ 35,000.00					
New Masonry Work/Misc. Infl	\$ 7,500.00	\$ 7,500.00					
Furnish & Install Doors	\$ 7,500.00	\$ 7,500.00					
Furnish & Install New/Existing SBR Blowers	\$ 400,000.00	\$ 400,000.00			\$40,000.00	\$40,000.00	10.0%
Painting Work	\$ 20,000.00	\$ 20,000.00					
Instrumentation & Control Work	\$ 150,000.00	\$ 150,000.00			\$11,353.50	\$11,353.50	7.6%
Electrical Work	\$ 100,000.00	\$ 100,000.00	\$15,000.00			\$15,000.00	15.0%
							ND/ND/
<b>EXISTING SBR BASIN MODIFICATIONS</b>							ND/ND/
Remove Existing Equipment & Piping	\$ 50,000.00	\$ 50,000.00					
Existing SBR Basin Equipment Aeration	\$ 1,000,000.00	\$ 1,000,000.00			\$100,000.00	\$100,000.00	10.0%
Existing SBR Basin Equipment Pumps	\$ 50,000.00	\$ 50,000.00			\$5,000.00	\$5,000.00	10.0%
Misc. Metals Furnish/Install	\$ 40,000.00	\$ 40,000.00					
Construct New SBR Splitter Box	\$ 174,000.00	\$ 174,000.00					
Painting Work	\$ 20,000.00	\$ 20,000.00					
Electrical Work	\$ 50,000.00	\$ 50,000.00					
							ND/ND/
<b>STORAGE BUILDING</b>							ND/ND/
Excavation & Backfill	\$ 35,000.00	\$ 35,000.00					
Building Drainage Piping & Oil Separator	\$ 40,000.00	\$ 40,000.00					
Concrete Foundations	\$ 40,000.00	\$ 40,000.00					
Concrete Floor	\$ 56,000.00	\$ 56,000.00					
New Building Walls and Roof	\$ 270,000.00	\$ 270,000.00					
Doors & Windows	\$ 40,000.00	\$ 40,000.00					
Painting Work	\$ 30,000.00	\$ 30,000.00					
Electrical Work	\$ 75,000.00	\$ 75,000.00					
							ND/ND/
<b>DEMO EXISTING HEADWORKS BUILDING</b>							ND/ND/
Demolition of Existing Building Complete	\$ 30,000.00	\$ 30,000.00					
							ND/ND/
<b>CLOSEOUT</b>							ND/ND/
Site Grading	\$ 25,000.00	\$ 25,000.00					
SBR/Storage Building Sidewalks	\$ 25,000.00	\$ 25,000.00					
Concrete Paving	\$ 20,000.00	\$ 20,000.00					
Seedling & Mulch	\$ 15,000.00	\$ 15,000.00					
Crushed Rock Surfacing Roads	\$ 80,000.00	\$ 80,000.00					
Fence & Gate System	\$ 30,000.00	\$ 30,000.00					
<b>Totals</b>	<b>\$18,882,000.00</b>	<b>\$18,882,000.00</b>	<b>\$1,081,496.00</b>	<b>\$158,000.00</b>	<b>\$88,767.10</b>	<b>\$1,099,963.10</b>	<b>5.84%</b>

Application Period:						Application Date:			
Through 5/21/2024						5/21/2024			
A	B	C	D		E		F		G
Invoice No.	Shop Drawing Transmittal	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)
			Date (Month/Year)	Amount (\$)	Amount (\$)	Subtotal	Date (Month/Year)	Amount (\$)	
105795-1		Aqua Aerobics Down Payment	4/26/2024	\$ 261,353.50		\$ -			\$261,353.50
50026177578		Rebar		\$ 19,091.30		\$ -			\$19,091.30
50026159555		Rebar		\$ 28,359.32		\$ -			\$28,359.32
50026147392		Rebar		\$ 26,753.09		\$ -			\$26,753.09
50026147072		Rebar		\$ 29,743.20		\$ -			\$29,743.20
50026147071		Rebar		\$ 29,743.20		\$ -			\$29,743.20
50026114832		Rebar		\$ 29,743.20		\$ -			\$29,743.20
50026127187		Rebar		\$ 22,299.72		\$ -			\$22,299.72
50026303876		Rebar		\$ 30,145.37		\$ -			\$30,145.37
0755219-1		Polywrap		\$ 1,964.40		\$ -		\$500.00	\$1,464.40
755226		Polywrap		\$ 420.00		\$ -			\$420.00
755219		Polywrap		\$ 3,170.72		\$ -			\$3,170.72
27693		HME Shop Drawings		\$ 6,675.00		\$ -			\$6,675.00
50026415841		Rebar			\$ 17,736.06	\$ 17,736.06			\$17,736.06
50026367581		Rebar			\$ 26,960.24	\$ 26,960.24			\$26,960.24
50026337203		Rebar			\$ 26,014.37	\$ 26,014.37			\$26,014.37
50026192138		Rebar			\$ 18,469.82	\$ 18,469.82			\$18,469.82
94020		Valves			\$ 76,643.95	\$ 76,643.95			\$76,643.95
755902		Ductile Iron Pipe			\$ 18,451.18	\$ 18,451.18			\$18,451.18
755171		Ductile Iron Pipe			\$ 15,132.60	\$ 15,132.60	5/1/2024	\$14,000.00	\$1,132.60
50026489471		Rebar			\$ 650.00	\$ 650.00			\$650.00
50026599911		Rebar			\$ 5,675.00	\$ 5,675.00			\$5,675.00
50026604462		Rebar			\$ 2,179.06	\$ 2,179.06			\$2,179.06
890085		Concrete Expansion Joints			\$ 5,892.80	\$ 5,892.80			\$5,892.80
					\$ -	\$ -			
<b>Totals</b>				<b>\$489,462.02</b>	<b>\$213,805.08</b>	<b>\$213,805.08</b>		<b>\$14,500.00</b>	<b>\$688,767.10</b>

# WHITE CAP.

White Cap, L.P.  
 PO Box 4944  
 Orlando, FL 32802-4944



**BRANCH ADDRESS**  
 670 - WC OMAHA NE (STS)  
 (402) 331-0333  
 6620 J STREET  
 OMAHA NE 68117

## INVOICE

INVOICE NUMBER
50026415841
INVOICE DATE
04/29/2024
CUSTOMER PO NUMBER
DAVID CITY WTP

TO VIEW AND PAY ONLINE GO TO:  
<http://whitecap.billtrust.com>  
 ENROLLMENT TOKEN:  
 WMF LMD LRL

TERRITORY:  
 SHIP TO: 10004855327

**MAKE CHECKS PAYABLE TO:**  
 White Cap, L.P.  
 P.O. Box 4852  
 ORLANDO, FL 32802-4852

**SOLD TO: 33496000**  
 328 1 AB C.547 E0180X I0235 D12765262936 S2 P10264982 0001:0001



BRB CONTRACTORS INC  
 PO BOX 750940  
 TOPEKA KS 66675-0940

DAVID CITY WASTEWATER FACILITY  
 3461 M RD  
 DAVID CITY NE 68632

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY
04/03/2024	58545574	DOUG BRONSON	MARUSHAK, BRAD	COMPAS, BRYAN
BRANCH	ACCT JOB NO.	TERMS	SHIP VIA / ROUTING	CUSTOMER JOB NO.
670	10004855327	NET 30 DAYS	2. OUR TRUCK	DAVID CITY

LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX AMT
0	HDRDESC	DELIVERY TAG# 29254336	1	0	0	1	0.00	
1	128CHCU3PL	3" PLAIN BEAM BOLSTER UPPER	80	1.14 FT	0	80	91.20	6.84
2	22870466V	SLAB BOLSTER 3" W/ PLASTIC TIPPED LEGS	20	1.9853 LFT	0	20	39.31	2.95
3	132726258	DOMESTIC MEADOW BURKE	20	1.3768 FT	0	20	27.54	2.06
4	E3FH	5" UPPER CONTINUOUS HIGH CHAIR	1	17,578.01 EA	0	1	17,578.01	1,318.35
		SBR WALL LIST 4-FABRICATED REBAR						

The White Cap Family of Brands includes All-Tax Waterproofing Solutions, Harmac, Kenseal, Marvel Building & Masonry Supply, MASONPRO, Williams Equipment & Supply, Valley Supply Co, and Diamond Tool. Learn more at About.WhiteCap.com

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Sales Tax Exemption Questions or Certificates: [TaxExemptCredit@whitecap.com](mailto:TaxExemptCredit@whitecap.com)

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For questions regarding this invoice please call 1-856-857-0295.

NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE  
 Visit <https://www.whitecap.com/terms/terms-conditions-of-sale-terms-to-view-complete-terms-and-conditions>

RECEIVED BY: DOUG BRONSON

SIGNATURE COPY ON FILE

TOTAL GROSS	17,738.01
TOTAL TAX	1,330.26
TOTAL SHIPPING AND HANDLING	0.00
TOTAL INVOICE	19,068.27



# WHITE CAP.

White Cap, L.P.  
 PO Box 4944  
 Orlando, FL 32802-4944



SOLD TO: 33496000  
 6705 1 AB 0.547 E0304X 10550 012739386124 S2 P10256708 0001:0001



BRB CONTRACTORS INC  
 PO BOX 750940  
 TOPEKA KS 66675-0940

BRANCH ADDRESS  
 670 - WC OMAHA NE (STS)  
 (402) 331-0333  
 6820 J STREET  
 OMAHA NE 68117

TO VIEW AND PAY ONLINE GO TO:  
<http://whitecap.billtrust.com>  
 ENROLLMENT TOKEN:  
 WMF LMD LRL

TERRITORY:  
 SHIP TO: 10004855327

DAVID CITY WASTEWATER FACILITY  
 3481 M RD  
 DAVID CITY NE 68632

## INVOICE

INVOICE NUMBER
50026367581
INVOICE DATE
04/23/2024
CUSTOMER PO NUMBER
DAVID CITY WASTEWATER FACILITY

MAKE CHECKS PAYABLE TO
White Cap, L.P.
P.O. Box 4852
ORLANDO, FL 32802-4852

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY				
04/17/2024	58801039	DOUG BRONSON	MARUSHAK, BRAD	SINGELMANN, TORI				
BRANCH	ACCT JOB NO.	TERMS	SHIP VIA / ROUTING	CUSTOMER JOB NO.				
670	10004855327	NET 30 DAYS	2. OUR TRUCK	DAVID CITY				
LINE	PART NUMBER	DESCRIPTION	QTY ORD.	UNIT PRICE	QTY BKG	QTY SHP	EXTENDED PRICE	TAX AMT
0	HDRDESC	***** DELIVERY TAG#: 29160428 SHIPPING NOTES: CC E3FG 23-NE-560 *****	1	0	0	1	0.00	
1	E3FG	SBR WALL - LIST 3-FABRICATED REBAR	1	26,960.24 EA	0	1	26,960.24	2,022.01
<p>The White Cap Family of Brands includes All-Tex Waterproofing Solutions, Hammac, Kenseal, Marvel Building &amp; Masonry Supply, MASONPRO, Williams Equipment &amp; Supply, Valley Supply Co, and Diamond Tool. Learn more at About.WhiteCap.com</p> <p>Pay your invoices online by visiting: <a href="https://whitecap.billtrust.com">https://whitecap.billtrust.com</a></p> <p>Sales Tax Exemption Questions or Certificates: <a href="mailto:TaxExemptCredit@whitecap.com">TaxExemptCredit@whitecap.com</a></p> <p>THESE ITEMS ARE CONTROLLED BY THE U.S. GOVERNMENT AND AUTHORIZED FOR EXPORT ONLY TO THE COUNTRY OF ULTIMATE DESTINATION FOR USE BY THE ULTIMATE CONSIGNEE OR END-USER(S) HEREIN IDENTIFIED. THEY MAY NOT BE RESOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY OTHER COUNTRY OR ANY PERSON OTHER THAN THE AUTHORIZED ULTIMATE CONSIGNEE OR END-USER(S), EITHER IN THEIR ORIGINAL FORM OR AFTER BEING INCORPORATED INTO OTHER ITEMS, WITHOUT FIRST OBTAINING APPROVAL FROM THE U.S. GOVERNMENT OR AS OTHERWISE AUTHORIZED BY U.S. LAW AND REGULATIONS.</p>								
For questions regarding this invoice please call 1-866-857-0295.							TOTAL GROSS	26,960.24
NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE Visit <a href="https://www.whitecap.com/terms/terms-conditions-of-sale-terms">https://www.whitecap.com/terms/terms-conditions-of-sale-terms</a> to view complete terms and conditions.							TOTAL TAX	2,022.01
							TOTAL SHIPPING AND HANDLING	0.00
RECEIVED BY: DOUG							TOTAL INVOICE	28,982.25
SIGNATURE COPY ON FILE								

# WHITE CAP.

White Cap, L.P.  
 PO Box 4944  
 Orlando, FL 32802-4944

**BRANCH ADDRESS**  
 670 - WC OMAHA NE (STS)  
 (402) 331-0333  
 6620 J STREET  
 OMAHA NE 68117

## INVOICE

INVOICE NUMBER	50026337203
INVOICE DATE	04/22/2024
CUSTOMER PO NUMBER	DAVID CITY WASTEWATER FACILITY

TO VIEW AND PAY ONLINE GO TO:  
<http://whitecap.billtrust.com>  
 ENROLLMENT TOKEN:  
 WMF LMD LRL

TERRITORY:  
 SHIP TO: 10004855327

MAKE CHECKS PAYABLE TO:  
 White Cap, L.P.  
 P.O. Box 4852  
 ORLANDO, FL 32802-4852

SOLD TO: 33496000  
 2608 1 MB 0.571 E0280X 10517 D12734240098 S2 P10253838 0001:0001



BRB CONTRACTORS INC  
 PO BOX 750940  
 TOPEKA KS 66675-0940

DAVID CITY WASTEWATER FACILITY  
 3461 M RD  
 DAVID CITY NE 68632

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY				
04/12/2024	58716513	DOUG BRONSON	MARUSHAK, BRAD	SINGELMANN, TORI				
BRANCH	ACCT JOB NO.	TERMS	SHIP VIA / ROUTING	CUSTOMER JOB NO.				
670	10004855327	NET 30 DAYS	2. OUR TRUCK	DAVID CITY				
LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKG	QTY SHP	EXTENDED PRICE	TAX AMT
0	HDRDESC	DELIVERY TAG#: 29146021 SHIPPING NOTES: CC E3FF 23NE560	1	0	0	1	0.00	
1	E3FF	SBR WALL LIST 2-FABRICATED REBAR	1	26,014.37 EA	0	1	26,014.37	1,951.08

The White Cap Family of Brands includes All-Tex Waterproofing Solutions, Harmac, Kenseal, Marvel Building & Masonry Supply, MASONPRO, Williams Equipment & Supply, Valley Supply Co, and Diamond Tool. Learn more at About.WhiteCap.com

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For questions regarding this invoice please call 1-866-657-0295.	TOTAL GROSS	26,014.3
NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE Visit <a href="https://www.whitecap.com/terms/terms-conditions-of-sale-terms-to-view-complete-terms-and-conditions">https://www.whitecap.com/terms/terms-conditions-of-sale-terms-to-view-complete-terms-and-conditions</a> .	TOTAL TAX	1,951.0
RECEIVED BY: RICH CRETCHER	TOTAL SHIPPING AND HANDLING	0.0
SIGNATURE COPY ON FILE	TOTAL INVOICE	27,965.4

# WHITE CAP.

White Cap, L.P.  
 PO Box 4944  
 Orlando, FL 32802-4944



SOLD TO: 33496000  
 189 1 MB 0.571 E0182X 10273 D12885666236 S2 P10239744 0001:0001



BRB CONTRACTORS INC  
 PO BOX 750940  
 TOPEKA KS 66675-0940

BRANCH ADDRESS  
 670 - WC OMAHA NE (STS)  
 (402) 331-0333  
 8820 J STREET  
 OMAHA NE 68117

TO VIEW AND PAY ONLINE GO TO:  
<http://whitecap.billtrust.com>  
 ENROLLMENT TOKEN:  
 WMF LMD LRL

TERRITORY:  
 SHIP TO: 10004855327

## INVOICE

INVOICE NUMBER
50026192138
INVOICE DATE
04/10/2024
CUSTOMER PO NUMBER
DAVID CITY WASTEWATER FACILITY

MAKE CHECKS PAYABLE TO:
White Cap, L.P. P.O. Box 4852 ORLANDO, FL 32802-4852

DAVID CITY WASTEWATER FACILITY  
 3461 M RD  
 DAVID CITY NE 68632

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY				
04/05/2024	58586113	DOUG BRONSON	MARUSHAK, BRAD	SINGELMANN, TORI				
BRANCH	ACCT JOB NO.	TERMS	SHIP VIA / ROUTING	CUSTOMER JOB NO.				
670	10004855327	NET 30 DAYS	2. OUR TRUCK	DAVID CITY				
LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX AMT
0	HDRDESC	***** DELIVERY TAG#: 28979609 SHIPPING NOTES: CC E3CS 23NE560 *****	1	0	0	1	0.00	
1	E3CS	SBR BASE SLAB LIST 8-FABRICATED REBAR	1	18,469.82 EA	0	1	18,469.82	1,385.24
<p>The White Cap Family of Brands includes All-Tex Waterproofing Solutions, Harmac, Kenseal, Marvel Building &amp; Masonry Supply, MASONPRO, Williams Equipment &amp; Supply, Valley Supply Co, and Diamond Tool. Learn more at <a href="http://About.WhiteCap.com">About.WhiteCap.com</a></p> <p>Pay your invoices online by visiting: <a href="https://whitecap.billtrust.com">https://whitecap.billtrust.com</a></p> <p>Sales Tax Exemption Questions or Certificates: <a href="mailto:TaxExemptCredit@whitecap.com">TaxExemptCredit@whitecap.com</a></p> <p>THESE ITEMS ARE CONTROLLED BY THE U.S. GOVERNMENT AND AUTHORIZED FOR EXPORT ONLY TO THE COUNTRY OF ULTIMATE DESTINATION FOR USE BY THE ULTIMATE CONSIGNEE OR END-USER(S) HEREIN IDENTIFIED. THEY MAY NOT BE RESOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY OTHER COUNTRY OR ANY PERSON OTHER THAN THE AUTHORIZED ULTIMATE CONSIGNEE OR END-USER(S), EITHER IN THEIR ORIGINAL FORM OR AFTER BEING INCORPORATED INTO OTHER ITEMS, WITHOUT FIRST OBTAINING APPROVAL FROM THE U.S. GOVERNMENT OR AS OTHERWISE AUTHORIZED BY U.S. LAW AND REGULATIONS.</p>								
For questions regarding this invoice please call 1-866-857-0295.							TOTAL GROSS	18,469.82
NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE Visit <a href="https://www.whitecap.com/terms/terms-conditions-of-sale/terms-to-view-complete-terms-and-conditions">https://www.whitecap.com/terms/terms-conditions-of-sale/terms-to-view-complete-terms-and-conditions</a> .							TOTAL TAX	1,385.24
RECEIVED BY: DOUG							TOTAL SHIPPING AND HANDLING	0.00
SIGNATURE COPY ON FILE							TOTAL INVOICE	19,855.06



B BRC101  
 I BRB CONTRACTORS INC  
 L PO BOX 750940  
 L TOPEKA, KS 66675-0940  
 T  
 O

S DAVID CITY, NE WWTP IMPROVEMENT  
 H C/O BRB CONTRACTORS, INC.  
 I 3461 M ROAD  
 P DAVID CITY, NE 68632  
 T  
 O

INVOICE		
DATE	NUMBER	PAGE
4/29/2024	094020	1 of 1

ATTENTION:

785-232-1245 APINVOICES@BRBCONTRACTORS.COM

CUSTOMER REF/PO #	JOB #	JOB TITLE	SLP	SHIPPING TYPE	TERMS
19851	0067845		CAS/CLS	ABF FREIGHT	NET 30

QUANTITY		PART NO.	DESCRIPTION	UNIT PRICE	EXTENDED
B/O	Ship				

0.00	1	VI1855	PARTIAL, TRUMBULL 4" VLV 10 - TRUMBULL 4" PRV PRESSURE RELIEF VALVE, FLOOR TYPE, SST, WITH EXTENSION FOR 24" THICK FLOOR, AIS COMPLIANT 24 - TRUMBULL, 4" PRV PRESSURE RELIEF VALVE, WALL TYPE, SST, WITH EXTENSION FOR 21" THICK WALL, AIS COMPLIANT	\$76,643.95	\$76,643.95
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Tracking # 061683436

This invoice is subject to and incorporates by reference Vessco Holdings's ("Vessco") Terms & Conditions and Customer Warranty available at <a href="http://www.vesscoholdings.com">www.vesscoholdings.com</a> which will be provided by email upon written request. Buyer expressly agrees to the provisions set forth in the Terms & Conditions and Customer Warranty posted on Vessco's website.  <b>*TERMS OF PAYMENT ARE NET 30 DAYS FROM DATE OF INVOICE *A 7% PER ANNUM SERVICE CHARGE SHALL BE APPLIED TO ANY BALANCE *CREDIT CARD PAYMENTS ARE SUBJECT TO AN ADDITIONAL 3% CHARGE</b>	SUBTOTAL:	\$ 76,643.95
	TAX:	\$ 0.00
	TOTAL:	\$ 76,643.95

8217 Upland Circle Chanhassen, MN 55317 - Phone: 952-941-2678 - Fax: 952-941-0796

[www.Vessco.com](http://www.Vessco.com)





INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0755902	\$19,835.02	36419	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN  
 MAKING PAYMENT AND REMIT TO:

FEL-WW BROKEN ARROW #1895  
 P.O. BOX 847411  
 DALLAS, TX 75284-7411

Please contact with Questions: 918-459-9536

MASTER ACCOUNT NUMBER: 183396

SHIP TO:

BRB CONTRACTORS INC  
 3805 NW 25TH ST  
 DAVID CITY WWTP IMPROVEME  
 (PLANT DIVISION)  
 TOPEKA, KS 66618

BRB CONTRACTORS INC  
 3461 M RD  
 DAVID CITY WWTP IMPROVEMENTS  
 DAVID CITY, NE 68632

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
2923	2923	NE138	R003	BH	DAVID CITY WWTP IMPROVEME	05/15/24	54035
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
300	160	AFT52P16	Thank you for your business!!! 16 CL52 CL DI FASTITE PIPE Sequence #: 101 Cust Desc : 16" CL52 FASTITE DUCTILE IRON PIPE - CMLIAC	93.970	FT	15035.20	
240	0	AFT52P16	16 CL52 CL DI FASTITE PIPE Sequence #: 133 Cust Desc : 16" CL52 FASTITE DUCTILE IRON PIPE - UNLINEDIAC		FT	0.00	
20	0	AFT52P10	10 CL52 CL DI FASTITE PIPE Sequence #: 143 Cust Desc : 10" CL52 FASTITE DUCTILE IRON PIPE - UNLINEDIAC		FT	0.00	
200	0	AFT52PX	8 CL52 CL DI FASTITE PIPE Sequence #: 147 Cust Desc : 8" CL52 FASTITE DUCTILE IRON PIPE - UNLINEDIAC		FT	0.00	
10	0	DIEPDMFGX	8 DI EPDM FASTITE GSKT Sequence #: 148 Cust Desc : 8" EPDM FASTITE GASKET		EA	0.00	
120	120	AFT52PU	6 CL52 CL DI FASTITE PIPE Sequence #: 155 Cust Desc : 6" CL52 FASTITE DUCTILE IRON PIPE - UNLINEDIAC	27.840	FT	3340.80	
6	6	DIEPDMFGU	6 DI EPDM FASTITE GSKT Sequence #: 157 Cust Desc : 6" EPDM FASTITE GASKET	12.530	EA	75.18	
INVOICE SUB-TOTAL							18451.18
TAX						David City	1383.84
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							
TERMS: NET 10TH PROX		ORIGINAL INVOICE			TOTAL DUE		\$19,835.02

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**FERGUSON®**  
**WATERWORKS**  
 1820 N. WILLOW AVE  
 BROKEN ARROW, OK 74012-9169

Please contact with Questions: 918-459-9536

BRB CONTRACTORS INC  
 3805 NW 25TH ST  
 DAVID CITY WWTP IMPROVEME  
 (PLANT DIVISION)  
 TOPEKA, KS 66618

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0755171	\$16,267.55	36419	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN  
 MAKING PAYMENT AND REMIT TO:**

FEL-WW BROKEN ARROW #1895  
 P.O.BOX 847411  
 DALLAS, TX 75284-7411

**MASTER ACCOUNT NUMBER: 183396**


**SHIP TO:**

BRB CONTRACTORS INC  
 3461 M RD  
 DAVID CITY WWTP IMPROVEMENTS  
 DAVID CITY, NE 68632

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
2923	2923	NE138	R002	BH	DAVID CITY WWTP IMPROVEME	05/15/24	54035
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
140	140	AFT52P18	Thank you for your business!!! 18 CL52 CL DI FASTITE PIPE SEQUENCE #115 18" CL52 FASTITE DUCTILE IRON PIPE - CML/AC	108.090	FT	15132.60	
<b>INVOICE SUB-TOTAL</b>						<b>15132.60</b>	
<b>TAX</b>						David City	
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION PRODUCTS WITH "NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							

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TERMS:	NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$16,267.55
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.



White Cap, L.P.  
 PO Box 4944  
 Orlando, FL 32802-4944

**BRANCH ADDRESS**  
 670 - WC OMAHA NE (STS)  
 (402) 331-0333  
 6820 J STREET  
 OMAHA NE 68117

**INVOICE**

<b>INVOICE NUMBER</b>
50026489471
<b>INVOICE DATE</b>
05/01/2024
<b>CUSTOMER PO NUMBER</b>
DAVID CITY WASTEWATER FACILITY

**TO VIEW AND PAY ONLINE GO TO:**  
<http://whitecap.billtrust.com>  
**ENROLLMENT TOKEN:**  
 WMF LMD LRL

**TERRITORY:**  
**SHIP TO: 10004855327**

**MAKE CHECKS PAYABLE TO:**  
 White Cap, L.P.  
 P.O. Box 4852  
 ORLANDO, FL 32802-4852

**SOLD TO: 33496000**

BRB CONTRACTORS INC  
 PO BOX 750940  
 TOPEKA KS 66618

DAVID CITY WASTEWATER FACILITY  
 3461 M RD  
 DAVID CITY NE 68632

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY				
04/30/2024	59062615	DOUG BRONSON	MARUSHAK, BRAD	SINGELMANN, TORI				
BRANCH	ACCT JOB NO.	TERMS	SHIP VIA / ROUTING	CUSTOMER JOB NO.				
670	10004855327	NET 30 DAYS	2. OUR TRUCK	DAVID CITY				
LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX AMT
0	HDRDESC	***** DELIVERY TAG#: 29296912 SHIPPING NOTES: CC E3LF 23NE560 *****	1	0	0	1	0.00	
1	E3LF	ADDL VERTICAL BRACING BARS-FABRICATED REBAR	1	650.000 EA	0	1	650.00	48.75
<p>The White Cap Family of Brands includes All-Tex Waterproofing Solutions, Harmac, Kenseal, Marvel Building &amp; Masonry Supply, MASONPRO, Williams Equipment &amp; Supply, Valley Supply Co, and Diamond Tool. Learn more at <a href="http://About.WhiteCap.com">About.WhiteCap.com</a></p> <p>Pay your invoices online by visiting: <a href="https://whitecap.billtrust.com">https://whitecap.billtrust.com</a></p> <p>Sales Tax Exemption Questions or Certificates: <a href="mailto:TaxExemptCredit@whitecap.com">TaxExemptCredit@whitecap.com</a></p> <p>THESE ITEMS ARE CONTROLLED BY THE U.S. GOVERNMENT AND AUTHORIZED FOR EXPORT ONLY TO THE COUNTRY OF ULTIMATE DESTINATION FOR USE BY THE ULTIMATE CONSIGNEE OR END-USER(S) HEREIN IDENTIFIED. THEY MAY NOT BE RESOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY OTHER COUNTRY OR ANY PERSON OTHER THAN THE AUTHORIZED ULTIMATE CONSIGNEE OR END-USER(S), EITHER IN THEIR ORIGINAL FORM OR AFTER BEING INCORPORATED INTO OTHER ITEMS, WITHOUT FIRST OBTAINING APPROVAL FROM THE U.S. GOVERNMENT OR AS OTHERWISE AUTHORIZED BY U.S. LAW AND REGULATIONS.</p>								
<p>For questions regarding this invoice please call 1-866-857-0295.</p> <p>NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE            Visit <a href="https://www.whitecap.com/terms/terms-conditions-of-sale-terms-to-view-complete-terms-and-conditions">https://www.whitecap.com/terms/terms-conditions-of-sale-terms-to-view-complete-terms-and-conditions</a></p>							TOTAL GROSS	650.00
RECEIVED BY: DOUG							TOTAL TAX	48.75
SIGNATURE COPY ON FILE							TOTAL SHIPPING AND HANDLING	0.00
							TOTAL INVOICE	698.75





White Cap, L.P.  
 PO Box 4944  
 Orlando, FL 32802-4944

**BRANCH ADDRESS**  
 102 - LINCOLN  
 (402) 476-1584  
 1720 ADAMS STREET  
 LINCOLN NE 68521  
 LANCASTER

**INVOICE**

<b>INVOICE NUMBER</b>
50026599911
<b>INVOICE DATE</b>
05/09/2024
<b>CUSTOMER PO NUMBER</b>
BRICK REBAR SUPPORTS

**TO VIEW AND PAY ONLINE GO TO:**  
<http://whitecap.billtrust.com>  
**ENROLLMENT TOKEN:**  
 WMF LMD LRL

**SOLD TO: 33496000**

**TERRITORY:**  
**SHIP TO: 10004855327**

**MAKE CHECKS PAYABLE TO:**  
 White Cap, L.P.  
 P.O. Box 4852  
 ORLANDO, FL 32802-4852

BRB CONTRACTORS INC  
 PO BOX 750940  
 TOPEKA KS 66618

DAVID CITY WASTEWATER FACILITY  
 3461 M RD  
 DAVID CITY NE 68632

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY				
04/30/2024	59057335	REX BASSETT	MARUSHAK, BRAD	MARUSHAK, BRAD				
BRANCH	ACCT JOB NO.	TERMS	SHIP VIA / ROUTING	CUSTOMER JOB NO.				
102	10004855327	NET 30 DAYS	2. OUR TRUCK	DAVID CITY				
LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX AMT
0	HDRDESC	***** DELIVERY TAG#: 29425483 SHIPPING NOTES: WOULD NEED TO BE DONE IN 2 DELIVERIES DUE TO WEIGHT. BRICKS WOULD BE 4"X8"X16". COORDINATE DELIVERY WITH DOUG 785-633-9053 *****	1	0	0	1	0.00	
1	SP 4X8X16SOLID-7	4"X8"X16" SOLID BLOCK	1015	5.00 EA	0	1015	5,075.00	0.00
2	PALLET CHG	PALLET CHARGE	10	30.00 EA	0	10	300.00	22.50
3	SHIPPING	SHIPPING AND HANDLING	1	150.00 EA	0	1	150.00	0.63
4	SHIPPING	SHIPPING AND HANDLING	1	150.00 EA	0	1	150.00	0.63
The White Cap Family of Brands includes All-Tex Waterproofing Solutions, Harmac, Kenseal, Marvel Building & Masonry Supply, MASONPRO, Williams Equipment & Supply, Valley Supply Co, and Diamond Tool. Learn more at <a href="http://About.WhiteCap.com">About.WhiteCap.com</a> Pay your invoices online by visiting: <a href="https://whitecap.billtrust.com">https://whitecap.billtrust.com</a> Sales Tax Exemption Questions or Certificates: <a href="mailto:TaxExemptCredit@whitecap.com">TaxExemptCredit@whitecap.com</a> THESE ITEMS ARE CONTROLLED BY THE U.S. GOVERNMENT AND AUTHORIZED FOR EXPORT ONLY TO THE COUNTRY OF ULTIMATE DESTINATION FOR USE BY THE ULTIMATE CONSIGNEE OR END-USER(S) HEREIN IDENTIFIED. THEY MAY NOT BE RESOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY OTHER COUNTRY OR ANY PERSON OTHER THAN THE AUTHORIZED ULTIMATE CONSIGNEE OR END-USER(S), EITHER IN THEIR ORIGINAL FORM OR AFTER BEING INCORPORATED INTO OTHER ITEMS, WITHOUT FIRST OBTAINING APPROVAL FROM THE U.S. GOVERNMENT OR AS OTHERWISE AUTHORIZED BY U.S. LAW AND REGULATIONS.								
For questions regarding this invoice please call 1-866-857-0295. NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE Visit <a href="https://www.whitecap.com/terms/terms-conditions-of-sale-terms-to-view-complete-terms-and-conditions">https://www.whitecap.com/terms/terms-conditions-of-sale-terms-to-view-complete-terms-and-conditions</a> .							TOTAL GROSS	5,875.00
							TOTAL TAX	
							TOTAL SHIPPING AND HANDLING	0.00
RECEIVED BY: RICH							TOTAL INVOICE	5,698.76
SIGNATURE COPY ON FILE								

# WHITE CAP®

White Cap, L.P.  
 PO Box 4944  
 Orlando, FL 32802-4944

**BRANCH ADDRESS**

102 - LINCOLN  
 (402) 478-1984  
 1720 ADAMS STREET  
 LINCOLN NE 68521  
 LANCASTER

## INVOICE

INVOICE NUMBER
50026604462
INVOICE DATE
05/10/2024
CUSTOMER PO NUMBER
MATERIALS

TO VIEW AND PAY ONLINE GO TO:
<a href="http://whitecap.billtrust.com">http://whitecap.billtrust.com</a>
ENROLLMENT TOKEN:
WMF LMD LRL

TERRITORY:  
 SHIP TO: 10004855327

MAKE CHECKS PAYABLE TO:
White Cap, L.P. P.O. Box 4852 ORLANDO, FL 32802-4852

SOLD TO: 33496000

BRB CONTRACTORS INC  
 PO BOX 750940  
 TOPEKA KS 66618

DAVID CITY WASTEWATER FACILITY  
 3461 M RD  
 DAVID CITY NE 68632

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY				
05/03/2024	59116339	REX BASSETT	MARUSHAK, BRAD	MARUSHAK, BRAD				
BRANCH	ACCT JOB NO.	TERMS	SHIP VIA / ROUTING	CUSTOMER JOB NO.				
102	10004855327	NET 30 DAYS	2. OUR TRUCK	DAVID CITY				
LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX AMT
0	HDRDESC	***** DELIVERY TAG#: 29446674 SHIPPING NOTES: DOUG BRONSON IS JOBSITE CONTACT 785-633-9053 *****	1	0	0	1	0.00	
7	157R180N15	15' X 300' 500 SY 180N NON WOVEN GEOTEXTILE MIRAFI TENCATE	1	800.00	RL	0	800.00	0.00
8	638B12S20	20 OZ ALUMINUM SAUSAGE GUN 12:1 W/ WHITE CAP LOGO ALBION	2	69.99	EA	0	139.98	10.50
9	438432057	5GAL PAIL LIMESTONE SIKAFLEX 1CSL SELF LEVELING POLYURETHANE SEALANT SIKA	2	432.09	PL	0	864.18	0.00
10	530BR38	3/8" CLOSED CELL BACKER ROD SOLD/FOOT	500	0.0583	FT	0	29.15	0.00
11	530BR58	5/8" CLOSED CELL BACKER ROD SOLD/FOOT	1250	0.1166	FT	0	145.75	0.00
13	SHIPPING	SHIPPING AND HANDLING	1	200.00	EA	0	200.00	1.06
The White Cap Family of Brands includes All-Tex Waterproofing Solutions, Harmac, Kenseal, Marvel Building & Masonry Supply, MASONPRO, Williams Equipment & Supply, Valley Supply Co, and Diamond Tool. Learn more at <a href="http://About.WhiteCap.com">About.WhiteCap.com</a> Pay your invoices online by visiting: <a href="https://whitecap.billtrust.com">https://whitecap.billtrust.com</a> Sales Tax Exemption Questions or Certificates: <a href="mailto:TaxExemptCredit@whitecap.com">TaxExemptCredit@whitecap.com</a> THESE ITEMS ARE CONTROLLED BY THE U.S. GOVERNMENT AND AUTHORIZED FOR EXPORT ONLY TO THE COUNTRY OF ULTIMATE DESTINATION FOR USE BY THE ULTIMATE CONSIGNEE OR END-USER(S) HEREIN IDENTIFIED. THEY MAY NOT BE RESOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY OTHER COUNTRY OR ANY PERSON OTHER THAN THE AUTHORIZED ULTIMATE CONSIGNEE OR END-USER(S), EITHER IN THEIR ORIGINAL FORM OR AFTER BEING INCORPORATED INTO OTHER ITEMS, WITHOUT FIRST OBTAINING APPROVAL FROM THE U.S. GOVERNMENT OR AS OTHERWISE AUTHORIZED BY U.S. LAW AND REGULATIONS.								
For questions regarding this invoice please call 1-866-857-0295.							TOTAL GROSS	2,179.06
NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE Visit <a href="https://www.whitecap.com/terms/terms-conditions-of-sale-terms">https://www.whitecap.com/terms/terms-conditions-of-sale-terms</a> to view complete terms and conditions.							TOTAL TAX	11.98
							TOTAL SHIPPING AND HANDLING	0.00
RECEIVED BY: REX							TOTAL INVOICE	2,190.62
SIGNATURE COPY ON FILE								

8000 HALL STREET  
 BUILDING 6  
 ST. LOUIS, MO 63147



BUILDING  
 VALUE  
 BUILDING  
 TOGETHER

**INVOICE**  
**890085**  
**5/16/2024**  
 PAGE 1 of 1  
 CUSTOMER 7145  
 ORDER # 377756

**BRB CONTRACTORS INC**  
**PO BOX 750940**  
**TOPEKA KS 66675-0940**

**SHIP TO**  
**3461 M ROAD**  
**DAVID CITY NE 68632**

REFERENCE NO.	ORIGINAL / LAST SHIP DATE	SLSP	TERMS	TAXCODE	LOCATION	SHIP VIA
David City	5/10/2024	15 Darnen Goldsmith	Net 30	AWATAX	OMAHA, NE	Customer Pick Up - Tax Exempt
PRODUCT CODE	DESCRIPTION	QTY	SERIAL NUMBERS	UNIT	PRICE	EXTENSION
TEMP:EXPANSIO N JOINT	Self-Expanding Cork Expansion Joint 1250LF 1/2"x8" 140 Sheets	140			\$40.30	\$5,642.00
FREIGHT	FREIGHT	1			\$250.80	\$250.80

REMIT TO  
 VERNON L. GOEDECKE COMPANY, INC.  
 Drawer #2597  
 P.O. Box 5935  
 TROY, MI 48007-5935

MERCHANDISE	TAX	FREIGHT	PAID	TOTAL
\$5,892.80	\$0.00	\$0.00	\$0.00	\$5,892.80

TERMS 1.5% PER MONTH SERVICE CHARGE ON PAST DUE AMOUNTS. **GO PAPERLESS!**  
 Visit our website at [www.GoedeckeOnline.com](http://www.GoedeckeOnline.com) today. Click the "Go Paperless" button to sign up for electronic invoices and statements!

ST. LOUIS, MO (314)652-1810	COLUMBIA, MO (573)499-9144	SPRINGFIELD, MO (417)864-8877	EVANSVILLE, IN (812)421-9633	DECATUR, IL (217)875-3801	KANSAS CITY, MO (913)621-1284	OMAHA, NE (402)359-1756	WISCONSIN RAPIDS, WI (715)423-2121
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#### CONTRACT TERMS

The product listed upon the reverse side hereof is conveyed upon the express understanding and agreement that each term and condition below hereof shall be binding upon Customer and Vendor. Any conflict in term or condition contained in any document supplied by Customer shall be of no force and effect. The term Customer shall refer to Buyer or Lessee. The term Vendor shall refer to Seller or Lessor.

#### RETURN POLICY

- A) Stock Items: Restocking Charge of 15% will be applied if items are resalable, in original packaging, accompanied with proof of purchase and returned within 90 days of invoice date.
- B) Non-Stock Items: Restocking charge set by manufacturer/vendor plus 10% handling charge and any freight charges will be applied if items are resalable, in original packaging, accompanied with proof of purchase and returned within 30 days of invoice date.
- C) Special Order Items: Returnable only if manufacturer is in agreement, all terms will be set by manufacturer plus 10% Goedecke handling charge. If items are deemed non-returnable by manufacturer Goedecke will attempt to resale item from buyer but will not warehouse items.

#### TERMS OF SALE OR RENTAL

1. IT IS UNDERSTOOD THAT VENDOR IS NOT THE MANUFACTURER OF THE PRODUCT HEREIN OR THE AGENT OF THE MANUFACTURER. NO WARRANTIES OR REPRESENTATIONS OF ANY KIND ARE MADE BY VENDOR INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE. To the extent possible, Vendor will use its best efforts to make warranties made by the manufacturer available to the Customer. In no event shall Vendor be liable to customer for any loss, damage or expense of any kind or nature caused directly or indirectly by any product sold hereunder or the use or maintenance thereof, or a failure of operation on thereof, or by any interruption of service, or loss or use thereof, or for any loss of business or other consequential damage whatsoever and howsoever caused.

2. Customer acknowledges that it has exercised its own judgment and experience in selecting the product herein sold or rented. Any information or shop drawings which may have been provided to customer by vendor were for informational purposes only; it being understood and agreed between the parties that Customer in its sole discretion has selected the design, type, quantity and use of all product purchased and has not relied upon vendor's information, drawings, expertise or representations in making such selection.

3. The receipt and acceptance by the Customer of said product shall constitute acknowledgement that it has been accepted and found in good, safe and serviceable condition, and fit for use, unless the customer makes claim to the contrary to the Vendor by registered mail with return receipt requested to the Vendor's main office in St. Louis, MO within three days after receipt of said product. The complaint as made shall set forth in detail its complete nature and the condition of the property received. In the event of notice to the Vendor by the Customer that the equipment is not in good, safe and serviceable conditions and fit for use upon its arrival the

In the event of notice to the Vendor by the Customer that the equipment is not in good, safe and serviceable conditions and fit for use upon its arrival the Vendor shall have the right to put said equipment in good, safe and serviceable condition and fit for use, within a reasonable time, or to cancel the Sale or Rental agreement. In the event of notice to the Customer by the Vendor that the equipment is not in good, safe and reasonable condition fit for use upon its arrival, the Customer shall have the right to put said equipment in good, safe and serviceable condition and fit for use, within a reasonable time or to cancel the rental or purchase agreement.

4. Customer acknowledges that it has received all instructional product and safety manuals and literature concerning the product herein purchase or rented.

5. As to any purchase, title to the product purchased shall be and remain in Vendor until the purchase price for all products and interest thereon and any additional sums due and payable hereunder have been paid in full. In addition, Customer hereby grants Vendor a security interest in and lien against each applicable product as security for the payment in full by the Customer of the purchase price and all interest for all products that may hereafter be purchased by the Customer from Vendor. Customer authorizes Vendor to prepare, sign in Customer's name and on Customer's behalf and file UCC-1 Financing statements and any other documents necessary to perfect or realize upon the security interest herein granted.

6. In the event of default, hereunder, Vendor shall be entitled to recover from Customer all costs of collection of any amount due hereunder including a reasonable attorney's fee and the cost of collection. The contract shall be deemed to be a Missouri contract and its validity, interpretation and effect shall be determined by the laws of the State of Missouri. This agreement cannot be altered or amended except by further agreement in writing signed by the parties.

#### NOTICE TO OWNER

**FAILURE OF THIS CUSTOMER TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMo. OR SIMILAR LAW IN YOUR STATE. TO AVOID THIS RESULT YOU MAY ASK THIS VENDOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK PRESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.**

#### RENTAL AGREEMENT

7. Customer has represented itself as being skilled in the selection and operation of the equipment rented. Vendor has relied on such representation in entering into this Agreement. Customer has not relied upon Vendor to select or train Customer or Customer's employees with respect to the equipment rented, or product sold. The Customer hereby acknowledges receipt of the "safety rules and assembly instruction" and "safe load requirements" for the use of the equipment indicated herewith and agrees to forward this information to the personnel in charge of the job site. This contract shall be deemed to be a Missouri contract and its validity, interpretation and effect shall be determined by the laws of the State of Missouri. This agreement cannot be altered or amended except by further agreement in writing signed by the parties. In the event additional equipment other than that specifically ordered by this agreement is requested to be shipped to the Customer by him, the additional equipment shall be covered by the same terms and conditions as are a part of this rental agreement.
8. The Vendor shall use reasonable care to see that the equipment is in proper working condition before shipment to Customer. It is not to be actually operated or tested unless such operation or test is deemed necessary by the Vendor or unless the Customer shall request such operation or test in writing, in which event the Vendor will be notified of the time and place of said operation and test, and shall be permitted to be present during said operation and test. If having requested it, Customer fails to be present at the time of operation and test Customer agrees that said equipment as turned out is in proper operating condition and shall be deemed accepted for all purposes hereof.
9. Customer agrees to maintain said equipment in the same condition as when delivered to it by the Vendor, usual wear and tear excepted. Customer agrees to pay all claims and damages arising from failure to do so, or from the use or handling of said equipment whether from injuries to the person or property and to pay for all damages to the equipment except the usual and ordinary wear and tear during the life of the contract. Customer further agrees to return said equipment in as good condition as when received to the storage yard of the Vendor, or receiving point designated by the Vendor, usual and ordinary wear and tear excepted and to pay all freight or other charges against said equipment from the time the same shall leave the storage yard of said Vendor up to and including the time of its return to said storage yard or other place of return agreed upon.
10. In the event of accident to or breakage of any part of the equipment Customer may have the same repaired by any competent person, firm or corporation at its own expense or, upon notice to the Vendor as to such breakage or accident the Vendor may repair said equipment for the Customer using reasonable diligence to make said repairs or replacement in the shortest possible time and the Customer agrees to pay the Vendor its regular charges for any material or labor furnished in making said repairs upon demand in the event any work is done outside the Vendor's regular hours, including work necessary by wear and tear, by reason of which the Customer shall be required to pay double time or other overtime charges to employees, or to anyone doing the work for the Customer, all such charges will be paid by the Customer to the Vendor.
11. In the event the Customer accepts the equipment as herein provided and thereafter the said machinery proves defective or unfit for use, because of accident or otherwise, or if for any other reason customer desires to discontinue the use of said equipment the only remedy of Customer shall be to return the equipment to the Vendor and terminate this contract as herein elsewhere provided for, at the applicable charges, costs and fees set forth herein, which in no event shall be less than the transportation charges on said equipment and minimum rental herein provided for.
12. The Customer agrees to pay any charges for work or in on required by any labor union. The Vendor may, at its option refuse to do any repair work on the equipment in time of strike or any other cause beyond its control, or in violation of any rule affecting the equipment. The Vendor reserves the right to remove the equipment from the job at any time when, in its opinion, the equipment is in danger because of strikes or any other condition.
13. The Customer agrees to comply with and conform to all municipal, state and federal laws relating to the operation of said equipment and to pay all cost and expenses of every character occasioned by or involving the use or operation of the equipment and to pay all legal assessments, taxes, or public charges, either local, municipal, state or federal which may be levied on said equipment while in the possession of the Customer. Nothing in this paragraph is to be construed as meaning the Customer is to pay the personal property tax levied against the equipment rented when said equipment is delivered within the home state of the Vendor, as in this case the Vendor is to pay his own personal property tax. In the event the equipment is rented outside of the home state of the Vendor, any and all taxes assessed against the equipment, including personal property tax, are to be paid by the Customer, the words "home state" to mean any state in which the Vendor has a home office.
14. The Customer agrees to pay the Vendor for all loss and damages occasioned by fire, theft, flood, accident, explosion, wreck and act of God or any other causes that may occur during the life of this agreement, including but not limited to damage or loss of the Vendor's property until such equipment has been returned into the possession of the Vendor and accepted by it. For the purpose of finding the valuation of said property in order to determine the loss, damage or injury thereto, it is agreed by the parties that the value shall be the fair market value of such product and that rentals heretofore paid or due still apply to the payment of such loss. The Customer further agrees to protect the Vendor on this contract with full insurance coverage, said insurance to cover damage occasioned by fire, theft, flood, explosion, accident, act of God, or any other cause that may occur during the life of this agreement and to protect the Vendor with public liability insurance for coverage to the limits of the State laws in which the equipment being rented is used.
15. Customer agrees to indemnify, and keep the Vendor harmless against and to pay all liabilities, judgments, cost, damages and expenses which may in anywise be claimed or asserted against Vendor for or on account of injury received or death sustained by any person or persons and for all damage to property caused by an act or deed, or any omission to act, whether negligent or otherwise including but not limited to any alleged violation or violations of chapter 48 sections 60 - 69 inclusive of the Illinois revised statutes, known as the Illinois Scaffold Act, of the Customer or of any subcontractor or any servant, agent or employee of the Customer in the performance of work with the rented items specified herein, or any of such items or performance of work with any items sold in connection with such rented items, whether for a separate consideration in addition to the rental payments or not or in which any such items are used except where such liability results solely from the negligence of the Vendor, its agents or employees.
16. The title to the equipment herein rented and to all replacement thereof, or substitution thereof, is and shall remain in the Vendor, and said equipment shall not become a part of any building, by being placed therein or by being annexed thereto. Where the equipment is annexed to any property, the Customer shall furnish the Vendor with a landlord's release, which shall permit the Vendor to remove the equipment from said property at any time during the life of, or after the expiration of this contract. Should the Customer be lax in obtaining said landlord's release, the Vendor reserves the right, and the Customer hereby grants permission to the Vendor to obtain such release.
17. Customer hereby agrees to accept and hold equipment covered by this or future secured sales or rental agreements executed by it now or in the future free of any charges, in trust, and subject to Vendor's security interest in the equipment described in this or any future rental agreement and authorizes Vendor of such other person as Vendor may designate to execute and file a financing statement in Customer's name and in the Customer's behalf covering such equipment.
18. The equipment hereby rented shall not be loaned or rented to anyone without the written consent of the Vendor nor shall said equipment be moved out of the state specified in the contract without the written consent of the Vendor.
19. Customer shall have no right to purchase the equipment herein rented or to apply all or a portion of rental payments to same on terms mutually agreed upon by Vendor and Customer in a separate written instrument.
20. The customer agrees to pay all rentals when they are due and for all services and material furnished and all damages and sums due the Vendor under this contract as soon as the loss occurs or services are rendered or materials are furnished. The taking of notes or renewals thereof covering rentals herein specified shall not in any manner whatsoever change or invalidate the terms and conditions of this contract. In case of default of rent when due or upon the breach of any other condition of this rental agreement or if the Vendor shall deem the equipment in jeopardy, the full amount of rent then unpaid hereunder shall become due and payable forthwith at the election of the Vendor and Vendor may at its option without notice or demand and without legal process take possession of such equipment whenever it may be located with all additions and substitutions whereupon all rights of the Customer in such equipment shall terminate, but Customer shall not be released from its obligations under this agreement until the full amount of rental unpaid together with all other obligations to pay Vendor money under terms of this rental agreement have been paid in full in cash. In the event of default under any of the terms of the rental

Council member Tom Kobus made a motion to approve Pay Estimate #1 in the amount of \$125,068.77 to Vrba Construction for the '2023 Campground Sanitary Sewer Extension. Council Member Bruce Meysenburg seconded the motion. The motion carried. Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
 Yea: 6, Nay: 0

DocuSign Envelope ID: C9B64060-E612-49F7-85F0-A06C05405467

Contractor's Application for Payment			
<b>Owner:</b>	City of David City		<b>Owner's Project No.:</b>
<b>Engineer:</b>	JEO Consulting Group, Inc.		<b>Engineer's Project No.:</b> 220784.00
<b>Contractor:</b>	Vrba Construction, Inc.		<b>Contractor's Project No.:</b>
<b>Project:</b>	2023 Campground Sanitary Sewer Extension		
<b>Contract:</b>	2023 Campground Sanitary Sewer Extension		
<b>Application No.:</b>	1	<b>Application Date:</b>	5/20/2024
<b>Application Period:</b>	From 5/6/2024	to	5/17/2024
1. Original Contract Price		\$	273,883.50
2. Net change by Change Orders		\$	(7,735.78)
3. Current Contract Price (Line 1 + Line 2)		\$	266,147.72
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)		\$	131,651.34
5. Retainage			
a. 5% X \$ 117,021.34 Work Completed =		\$	5,851.07
b. 5% X \$ 14,630.00 Stored Materials =		\$	731.50
c. Total Retainage (Line 5.a + Line 5.b)		\$	6,582.57
6. Amount eligible to date (Line 4 - Line 5.c)		\$	125,068.77
7. Less previous payments (Line 6 from prior application)		\$	-
8. Amount due this application		\$	125,068.77
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)		\$	141,078.95
<b>Contractor's Certification</b>			
The undersigned Contractor certifies, to the best of its knowledge, the following:			
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;			
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and			
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.			
<b>Contractor:</b>	Vrba Construction, Inc.		
<b>Signature:</b>	Miki Moore	<b>Date:</b>	5/23/2024
<b>Recommended by Engineer</b>		<b>Approved by Owner</b>	
<b>By:</b>	Daron D. Baulclair	<b>By:</b>	
<b>Title:</b>	Senior Proj Engr	<b>Title:</b>	
<b>Date:</b>	5/23/2024	<b>Date:</b>	
<b>Approved by Funding Agency</b>			
<b>By:</b>		<b>By:</b>	
<b>Title:</b>		<b>Title:</b>	
<b>Date:</b>		<b>Date:</b>	



Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of David City	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	220784.00
Contractor:	Vrba Construction, Inc.	Contractor's Project No.:	
Project:	2023 Campground Sanitary Sewer Extension		
Contract:	2023 Campground Sanitary Sewer Extension		

Application No.: 1 Application Period: From 05/06/24 to 05/17/24 Application Date: 05/20/24

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
						Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
GROUP A - INSTALL/BUILD SANITARY SEWER SERVICE											
1	Mobilization	1.00	LS	10,000.00	10,000.00	0.50	5,000.00		5,000.00	50%	5,000.00
2	Bonding and Insurance	1.00	LS	10,000.00	10,000.00	1.00	10,000.00		10,000.00	100%	-
3	8" PVC Sanitary Sewer Main, SDR 35	1,530.00	LF	72.00	110,160.00		-	14,630.00	14,630.00	13%	95,530.00
4	6" PVC Sanitary Sewer Service, SDR 26	20.00	LF	162.00	3,240.00		-		-	0%	3,240.00
5	48" Dia. Concrete Manhole	52.00	VF	815.50	42,406.00	8.99	7,331.35		7,331.35	17%	35,074.65
6	8" PVC C900, DR 18, RJ	153.00	LF	75.50	11,551.50	153.00	11,551.50		11,551.50	100%	-
7	Connect to Existing Manhole	1.00	EA	1,000.00	1,000.00	1.00	1,000.00		1,000.00	100%	-
8	Silt Fence	130.00	LF	8.00	1,040.00		-		-	0%	1,040.00
9	16" Steel Casing, 0.3125" Thickness, Jack and Bore	106.00	LF	716.00	75,896.00	106.00	75,896.00		75,896.00	100%	-
10	Clear and Grub All Foliage and Trees	1.00	LS	5,500.00	5,500.00		-		-	0%	5,500.00
11	Plant New Eastern Red Cedar Trees	4.00	EA	185.00	740.00		-		-	0%	740.00
12	8" Cap, PVC	1.00	EA	100.00	100.00		-		-	0%	100.00
13	8" x 6" Wye, PVC	1.00	EA	150.00	150.00		-		-	0%	150.00
14	Seeding	2,100.00	SY	1.00	2,100.00		-		-	0%	2,100.00
Original Contract Totals					\$ 273,883.50		\$ 110,778.85	\$ 14,630.00	\$ 125,408.85	46%	\$ 148,474.65

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of David City					Owner's Project No.:										
Engineer: JEO Consulting Group, Inc.					Engineer's Project No.: 220784.00										
Contractor: Vrba Construction, Inc.					Contractor's Project No.:										
Project: 2023 Campground Sanitary Sewer Extension															
Contract: 2023 Campground Sanitary Sewer Extension															
Application No.: 1		Application Period: From 05/06/24 to 05/17/24				Application Date: 05/20/24									
A Bid Item No.	B Description	C Contract Information				G Work Completed		I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H+I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)				
		D Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G) (\$)								
Change Orders															
A.3	8" PVC Sanitary Sewer Main, SDR35	-49.24	LF	72.00	(3,545.28)		-	-	0%	(3,545.28)					
A.4	6" PVC Sanitary Sewer Main, SDR26	-20.00	LF	162.00	(3,240.00)		-	-	0%	(3,240.00)					
A.5	48" Dia. Concrete Manhole	-7.87	VF	815.50	(6,417.99)		-	-	0%	(6,417.99)					
A.6	8" PVC C900, DR 18, RJ	17.91	LF	75.50	1,352.21	17.91	1,352.21	1,352.21	100%	-					
A.9	16" Steel Casing, 0.3125" Thickness, Jack and Bore	6.83	LF	716.00	4,890.28	6.83	4,890.28	4,890.28	100%	-					
A.11	Plant New Eastern Red Cedar Trees	-4	EA	185.00	(740.00)		-	-	0%	(740.00)					
A.12	8" Cap, PVC	-1	EA	100.00	(100.00)		-	-	0%	(100.00)					
CO1.1	6" Cap, PVC	1	EA	65.00	65.00		-	-	0%	65.00					
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Change Order Totals					\$	(7,735.78)	\$	6,242.49	\$	-	\$	6,242.49	-81%	\$	(13,978.27)
Original Contract and Change Orders															
Project Totals					\$	266,147.72	\$	117,021.34	\$	14,630.00	\$	131,651.34	49%	\$	134,496.38



Stored Materials Summary

Contractor's Application for Payment

Owner:	City of David City	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	220784.00
Contractor:	Vrba Construction, Inc.	Contractor's Project No.:	
Project:	2023 Campground Sanitary Sewer Extension		
Contract:	2023 Campground Sanitary Sewer Extension		

Application No.: 1 Application Period: From 05/06/24 to 05/17/24 Application Date: 05/20/24

A Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	B Supplier Invoice No.	C Submittal No. (with Specification Section No.)	D Description of Materials or Equipment Stored	E Storage Location	F Application No. When Materials Placed in Storage	Materials Stored			Incorporated in Work			M Materials Remaining in Storage (I - L) (\$)							
						G Previous Amount Stored (\$)	H Amount Stored this Period (\$)	I Amount Stored to Date (G + H) (\$)	J Amount Previously Incorporated in the Work (\$)	K Amount Incorporated in the Work this Period (\$)	L Total Amount Incorporated in the Work (J + K) (\$)								
3	097034 01		8" PVC SDR35 Gasket Pipe	On Site	1		14,630.00	14,630.00			-	14,630.00							
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Totals						\$	-	\$	14,630.00	\$	14,630.00	\$	-	\$	-	\$	-	\$	14,630.00

Council member Keith Marvin made a motion to approve Application for Payment No. 2 in the amount of \$343,344.13 to IES Commercial, Inc. for the '2023 AGP Substation' Project. Council Member Jim Angell seconded the motion. The motion carried.  
 Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
 Yea: 6, Nay: 0

**Contractor's Application for Payment**

<b>Owner:</b> <u>City of David City</u>	<b>Owner's Project No.:</b> _____
<b>Engineer:</b> <u>JEO Consulting Group, Inc.</u>	<b>Engineer's Project No.:</b> <u>220993.00</u>
<b>Contractor:</b> <u>IES Commercial, Inc.</u>	<b>Contractor's Project No.:</b> <u>555042002</u>
<b>Project:</b> <u>2023 AGP Substation</u>	
<b>Contract:</b> <u>2023 AGP Substation</u>	
<b>Application No.:</b> <u>2</u>	<b>Application Date:</b> <u>5/20/2024</u>
<b>Application Period:</b> From <u>4/24/2024</u> to <u>5/20/2024</u>	
1. Original Contract Price	\$ 2,416,450.00
2. Net change by Change Orders	\$ 265,681.34
3. Current Contract Price (Line 1 + Line 2)	\$ 2,682,131.34
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 483,290.00
5. Retainage	
a. 5% X \$ 483,290.00 Work Completed =	\$ 24,164.50
b. 5% X \$ - Stored Materials =	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 24,164.50
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 459,125.50
7. Less previous payments (Line 6 from prior application)	\$ 114,781.37
8. Amount due this application	\$ 344,344.13
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 2,223,005.84
<b>Contractor's Certification</b>	
The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	
<b>Contractor:</b> <u>IES Commercial, Inc.</u>	
<b>Signature:</b> <u>Deid Lott</u>	<b>Date:</b> <u>5-21-24</u>
<b>Recommended by Engineer</b>	
<b>By:</b> <u>Matt E. Lott</u>	<b>Approved by Owner</b>
<b>Title:</b> <u>Electrical Senior Project Manager</u>	<b>By:</b> _____
<b>Date:</b> <u>June 6, 2024</u>	<b>Title:</b> _____
<b>Approved by Funding Agency</b>	<b>Date:</b> _____
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of David City	Owner's Project No.:	RREFI
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	191461.00
Contractor:	IES Commercial, Inc.	Contractor's Project No.:	559032004
Project:	2023 AGP Substation		
Contract:	2023 AGP Substation		

Application No: 2 Application Period: From 04/24/24 to 05/20/24 Application Date: 05/20/24

A	B	C	D	E	F	G	H	I	J	K	L
Item No.	Description	Item Quantity	Units	Contract Information		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
				Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
Group A											
1	Substation Installation, Complete and Operational	1.00	LS	\$2,416,490.00	2,416,450.00	0.20	483,290.00		483,290.00	20%	1,933,160.00
				<b>Original Contract Totals</b>	<b>\$ 2,416,490.00</b>		<b>\$ 483,290.00</b>	<b>\$ -</b>	<b>\$ 483,290.00</b>	<b>20%</b>	<b>\$ 1,933,160.00</b>
Change Orders											
	Change Order #1	1.00		405,390.00	405,390.00		-		-	0%	405,390.00
	Change Order #2	1.00		(139,668.66)	(139,668.66)		-		-	0%	(139,668.66)
							-		-		
							-		-		
							-		-		
							-		-		
				<b>Change Order Totals</b>	<b>\$ 265,721.34</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ 265,721.34</b>
Original Contract and Change Orders											
				<b>Project Totals</b>	<b>\$ 2,682,211.34</b>		<b>\$ 483,290.00</b>	<b>\$ -</b>	<b>\$ 483,290.00</b>	<b>18%</b>	<b>\$ 2,198,921.34</b>

Council member Kevin Woita made a motion to approve JEO Engineering Amendment #1 for additional design services for extension of the water main to the wastewater plant. Council Member Keith Marvin seconded the motion. The motion carried.  
 Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
 Yea: 6, Nay: 0

ENGINEER'S CONCEPTUAL OPINION OF PROBABLE COST						
WATER MAIN EXTENSION TO WWTF						
David City, Nebraska			Date Prepared:			
JEO Project No. 221276.00			May 9, 2024			
ESTIMATE OF QUANTITIES						
Item #	Description	Unit	Quantity	Unit Price	Total	
<b>BASE BID - WATER MAIN EXTENSION TO WWTF</b>						
1.	Mobilization	LS	1	\$15,000.00	\$15,000	
2.	Bonding and Insurance	LS	1	\$7,500.00	\$7,500	
3.	3" Yelomine Water Main (Install Only)	LF	1,200	\$20.00	\$24,000	
4.	8" PVC Water Main, DR18 (Install Only)	LF	200	\$35.00	\$7,000	
5.	8" PVC Water Main, DR18	LF	1,800	\$55.00	\$99,000	
6.	8" PVC Water Main, DR18, RJ, Directionally Bored	LF	500	\$80.00	\$40,000	
7.	Gate Valves	EA	5	\$2,500.00	\$12,500	
8.	Ductile Iron Fittings	EA	10	\$2,000.00	\$20,000	
9.	6" Fire Hydrant Assembly	EA	2	\$7,000.00	\$14,000	
10.	Connect to Existing Water Main	EA	1	\$2,500.00	\$2,500	
11.	Water Service to WWTF	LS	1	\$5,000.00	\$5,000	
12.	Abandon Existing Well	EA	1	\$2,500.00	\$2,500	
13.	Seeding, Fertilizer and Mulch	LS	1	\$7,500.00	\$7,500	
14.	Erosion Control Mat	SY	500	\$6.75	\$3,375	
15.	Crushed Rock Surface Course	TONS	200	\$51.00	\$10,200	
16.	Temporary Traffic Control Measures	LS	1	\$2,500.00	\$2,500	
				Construction Subtotal	Base Bid	\$272,580
				Contingency	15%	\$40,890
				<b>Total Opinion of Construction Cost</b>		<b>\$313,470</b>
<b>PROFESSIONAL SERVICES</b>						
1.	Design Services (Survey, Engineering, Construction Admin, Etc.)				\$50,000	
2.	Permitting (NDEE, SWPPP, Butler County)				\$5,000	
3.	Overhead (Legal, Fiscal, Etc.) 2%				\$5,450	
				Subtotal Professional Services	\$60,450	
				<b>Total Opinion of Project Cost</b>	<b>\$373,920</b>	

JEO Consulting Group Inc.'s (JEO) Opinions of Probable Cost provided for herein are to be made on the basis of JEO's experience and qualifications and represent JEO's best judgment. However, since JEO has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, JEO cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Opinions of Probable Cost prepared by JEO.





AMENDMENT TO OWNER-ENGINEER AGREEMENT  
Amendment No. 1

The Effective Date of this Amendment is: June 12, 2024.

ARTICLE 1 – BACKGROUND DATA

Effective Date of Owner-Engineer Agreement: July 27, 2022  
Owner: City of David City, Nebraska  
Engineer: JEO Consulting Group, Inc.  
Project: David City Water Main Loop to AGP, JEO Project No. 221276.00

ARTICLE 2 – NATURE OF AMENDMENT

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications of payment to Engineer

ARTICLE 3 – DESCRIPTION OF MODIFICATIONS

Addition of topographic survey, design, and permitting (NDEE and Butler County) necessary to extend water service from the intersection of Road 35 and M Road to the Wastewater Treatment Facility. The work includes approximately 2,500 linear feet of 8" PVC water main and 1,200 linear feet of 3" Yelomine water service installed within the right of way on the west side of M Road. The acquisition of temporary or permanent easements is not anticipated and is not included within the scope of work. Following permitting, the work will be added to the existing Water Main Improvements North Loop construction contract with Rutjens Construction via change order. JEO will provide construction administration and RPR services during construction.

**Additional Time Frame:**

Preliminary Design Phase – 60 days from effective date of agreement  
Final Design Phase – 45 days from Council review of preliminary plans.  
Construction Phase – Concurrent with Water Main Improvements North Loop (Rutjens Construction)

**Additional Fees:**

Project Management	\$ 2,000
Preliminary Design	\$ 27,500
Final Design	\$ 15,500
Bidding and Negotiation	\$ 0
Construction Administration	\$ 5,000
Resident Project Representation	\$ 5,000 (Hourly)
Post-Construction	\$ 2,500
<b>Total Estimated Fee:</b>	<b>\$ 57,500</b>

**ARTICLE 4 – AGREEMENT SUMMARY**

Original agreement amount:	\$ <u>472,100</u>
Net change for prior amendments:	\$ <u>0</u>
This amendment amount:	\$ <u>57,500</u>
Adjusted Agreement amount:	\$ <u>529,600</u>

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit B.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.


OWNER:

By: \_\_\_\_\_  
Print  
name: Jessica Miller

Title: Mayor

Date Signed: \_\_\_\_\_

ENGINEER: JEO Consulting Group, Inc.

By:  \_\_\_\_\_  
Print  
name: Ethan E. Joy, PE

Title: Branch Manager

Date Signed: June 4, 2024

Council member Jim Angell made a motion to approve JEO Engineering Amendment # 1 for the additional RPR (inspection services) for JEO to maintain a significant presence at the water plant during construction. Council Member Tom Kobus seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0



**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. 1**

The Effective Date of this Amendment is: June 12, 2024.

**ARTICLE 1 – BACKGROUND DATA**

Effective Date of Owner-Engineer Agreement: **August 11, 2021**  
Owner: **City of David City, Nebraska**  
Engineer: **JEO Consulting Group, Inc.**  
Project: **David City Water Treatment Plant Upgrade, JEO Project No. 202024.00**

**ARTICLE 2 – NATURE OF AMENDMENT**

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications of payment to Engineer

**ARTICLE 3 – DESCRIPTION OF MODIFICATIONS**

Provide additional Resident Project Representation (RPR) services as the Contractor estimates the project completion date will be around January 2024 which is beyond the original completion date of August 10, 2023. An additional 400 hours of RPR is estimated.

**ARTICLE 4 – AGREEMENT SUMMARY**

Original agreement amount:	\$ <u>798,000</u>
Net change for prior amendments:	\$ <u>0</u>
This amendment amount (Hourly):	\$ <u>54,000</u>
Adjusted Agreement amount:	\$ <u>852,000</u>

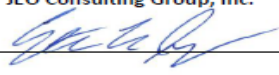
The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit B.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

By: \_\_\_\_\_  
Print name: Jessica Miller  
Title: Mayor  
Date Signed: \_\_\_\_\_

ENGINEER: JEO Consulting Group, Inc.

By:   
Print name: Ethan E. Joy, PE  
Title: Branch Manager  
Date Signed: June 4, 2024



Council member Keith Marvin made a motion to approve Plans and Specifications for Well No. 14 relining by JEO and authorize submittal to NDEE. Council Member Kevin Woita seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

THESE SPECIFICATIONS ARE HEREBY ADDED TO THE DAVID CITY WELL NO. 10 RELINING PROJECT SIGNED AND DATED OCTOBER 20<sup>TH</sup> 2023.

**SECTION 01 10 00  
SPECIAL PROVISIONS**



**PART 1 - GENERAL**

These Special Provisions amend or supplement the following Specifications and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Special Provisions will have the meanings indicated in the Specifications and Contract Documents. Additional terms used in these Special Provisions have the meanings indicated below, which are applicable to both the singular and plural thereof.

**1.01 SUBSTANTIAL COMPLETION**

- A. Refer to Section 00 70 00 – General Conditions.
- B. Substantial Completion so that the Work can be utilized requires the following components to be complete, operational and tested:
  - 1. Removal of existing pump and column is complete.
  - 2. Installation of proposed 14" PVC casing, screen, gravel pack, grout, and bentonite seal is complete.
  - 3. Installation of proposed vertical turbine pump, column pipe, and valves is complete and operational.
  - 4. Installation of proposed motor and test pumping is complete.
  - 5. Cleaning and acidizing of the well is complete.

**PART 2 - PRODUCTS**

The following information in **PART 2 - PRODUCTS** is provided to identify specific product selections required for this project and/or to augment requirements of products that may be specified in later specification sections.

**2.01 WELL MATERIALS**

- 1. Well Casing:
  - a. Material: Shurgrip PVC
  - b. Thickness: SDR 17
  - c. Size: Nominal 14" Diameter
- 2. Well Screen:
  - a. Material: Stainless Steel
  - b. Size: Nominal 14" Diameter
  - c. Openings:
    - (1) 0.09 inch openings (90 slot)
- 3. Gravel Pack:
  - a. Northern 1/4 X 1/8 gravel pack or equal.

Percent Retained	Grain Size	
1.7%	1/4" US Sieve	[0.250 in]
98.3%	#7 US Sieve	[0.111 in]

Uniformity coefficient of 2.5 or less.

4. Water Level Transducer:
  - a. The existing water level transducer shall be reused. Prior to reinstalling the existing water level transducer, the Contractor shall inspect the instrument and recalibrate if necessary.
5. Pre-lube line:
  - a. The Contractor shall replace the existing pump pre-lube line with like a like kind product.

**2.02 VERTICAL TURBINE PUMP**

- |    |   |                      |
|----|---|----------------------|
| A. | Number of units:  | 1                    |
| B. | Total dynamic head, feet:   | 325                  |
| C. | Maximum capacity at rated head, gpm:  | 1100                 |
| D. | Minimum shut off head, feet:  | 650                  |
| E. | Max nominal pump operating speed, rpm:  | 1770                 |
| F. | Proposed Motor Horsepower:  | 150                  |
| G. | Min nominal size of column pipe, inches:  | 10                   |
| H. | Nominal size of pump discharge, inches:   | 10                   |
| I. | Pump setting:   | As shown in Drawings |
| J. | Performance of each pump shall be stable and free from damaging cavitation, vibration, and noise in the operating head range. |                      |

**PART 3 - EXECUTION**

**3.01 OPERATION OF WATER SYSTEM VALVE AND WATER MAIN CONNECTIONS**

- A. No valve or other control on the existing water system shall be operated for any purpose by Contractor without prior permission of Owner.

**3.02 WELL REHABILITATION**

- A. General Information: Project consist of the rehabilitation of the existing well locally known as Well #14. The well as currently configured consists of a 18" diameter screen and casing. When complete, the rehabilitated well shall maintain the existing 18" screen and casing with a 14" diameter re-line screen and casing.
- B. Construction of the well shall be conducted within Nebraska Title 179 – Public Water System, Chapter 7 – Citing, Design and Construction of Public Water Systems regulations.
- C. The Contractor shall follow this general guideline for the well rehabilitation. Any Contractor proposed alternative methods of construction may only be used with expressed written permission of Engineer.
  1. Remove the existing pump, motor, and column pipe. Salvage materials to Owner to use as a spare for other existing wells. Existing pump is a Sargent 10" diameter, vertical turbine pump.
  2. Mechanically brush the casing and screen from the surface to the bottom of the well (408'). Brush shall be a nylon wire brush in good condition. The brush shall

01 10 00-2

- be of adequate diameter to provide removal of surface rust and corrosion on the 18" casing and screen. Brush may be a rotary driven or vertically operated.
3. Following brushing of the well, utilize a "sonar-jet" or "water jet" to further removal mineral encrustation from the screened interval.
  4. Following brushing and jetting of the well, debris shall be removed from the well via bailing or pumping (air or water). Ensure debris is removed from the entire well depth.
  5. Install new well casing and screen.
  6. Install new gravel pack and bentonite seal.
  7. Remove construction debris and materials from interior of new well. Ensure debris is removed from the entire well depth.
  8. Perform a TV inspection of the well.
  9. The Contractor shall then "acidize" the well.
  10. The Contractor shall install a minimum of a 2" diameter tremie into the well bore. Sufficient acid shall be used to remove encrustants from well screen and gravel pack and dissolve cemented materials. The acid solution shall be placed with approximately 20% at the static water level, 40% at the top of the screen, and the remaining 40% at the bottom of the well.
  11. Upon completion of the installation of the acidizing equipment and necessary safety equipment, the Contractor shall then furnish and acidize the well. All chemicals used shall be NSF approved. Contractor shall ensure all personnel installing the acid will have adequate outwear protection, goggles and approved breathing apparatus to protect all personnel. Contractor shall ensure all non-employed personnel in the vicinity of the well being acidized, remain at least 100' away from the site during the installation of the acid into the well.
  12. When acid pumping is completed, the Contractor shall then surge the acid in the well with a double surge block starting at the bottom of the well, for period of not less than 6 hours. Surge the well in 10 foot screened sections, ensuring that each section receives at least 60 minutes of surging. Contractor shall check pH in the well 30 minutes after beginning and at least once per hour after that. If the pH rises above 3 S.U. at any time during the process, additional acid shall be added.
  13. After the surging procedure has been completed, the Contractor shall then allow the well to sit overnight or a period of not less than 8 hours.
  14. The next day the Contractor shall then surge the acid in the well with a double surge block starting at the bottom of the well, for period of not less than 1 hour. Immediately following surging, begin to evacuate and develop the well from the static water level to the well bottom to remove all debris from the well.
  15. During the evacuation of the water and acid residual from the well, the Contractor shall, at first, slowly discharge the water into a retention area or container and add soda ash to the water to fully neutralize the discharge water from the well that may contain water with a lower pH. Contractor shall not discharge water off site until water pH is registering between 6 and 8 on the pH scale.
  16. Disinfect the well and collect bacteriological samples in accordance to Section 33 21 00 - Water Supply Wells.

01 10 00-3

17. Test pump the well in accordance to Section 33 21 00 - Water Supply Wells except the test pump shall occur over 12 hours (4 hours step test and 8 hour constant rate test).
18. Water Quality tests for the rehabilitated Well #14 as shown in Section 33 21 00 - Water Supply Wells will only be required for the 13-parameter test plus arsenic and uranium.
19. Perform a final TV inspection following completion of the rehabilitation and provide two (2) digital copies of the inspection to the Owner.
20. Install the proposed pump, motor, column piping, and pump pre-lube line.
21. Reinstall the existing level transducer, discharge head, and perform start up testing.

**END OF SECTION**

**SECTION 43 21 50**  
**VERTICAL TURBINE PUMPS**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. This specification includes the supply of one (1) vertical turbine product lubricated open lineshaft pumps. Each unit shall include a bowl assembly, suction strainer, column and open lineshaft, discharge head, sealing assembly and driver.

**1.02 RELATED SECTIONS**

- A. Section 01 10 00 – Special Provisions
- B. Section 01 40 00 – Quality Requirements
- C. Section 01 70 00 – Execution Requirements
- D. Section 09 96 10 – High Performance Coatings
- E. Section 33 11 16.13 – Above Ground Water Distribution Piping

**1.03 REFERENCES**

- A. AWWA E 101: Vertical Turbine Pumps – Line Shaft and Submersible Types; Latest Revision.
- B. National Electrical Manufacturer's Association (NEMA).
- C. ANSI B16.5: Pipe Flanges and Flanged Fittings: Addenda B16.5A-92; 1988.

**1.04 SUBMITTALS**

- A. Shop Drawings:
  - 1. See Section 01 30 00 – Administrative Requirements for submittal procedures.
  - 2. Product technical data including:
    - a. Performance data and curves with flow (gpm), head (ft), horsepower, efficiency, and NPSH requirements.
    - b. Pump accessory data.
    - c. Comply with AWWA E101.
    - d. Comply with NSF 61/372 for materials in contact with potable water.
    - e. Complete specifications, data, and catalog cuts or drawings covering the fabricated items furnished under this section.
  - 3. Certifications:
    - a. Certified pump performance curves.
    - b. Statement relative to installation and start up.
  - 4. Shop Testing:
    - a. Each pump shall be factory tested at the factory for capacity, power requirements, and efficiency at the specified rated head, evaluated head, shutoff head, and at as many other points as necessary for accurate performance curve generation. All tests and test reports shall be made in conformity with the requirements and recommendations of the Hydraulic Institute Standards.
- B. Operation and Maintenance Manuals: See Section 01 10 00 – Special Provisions for requirements for operation and maintenance manuals submittal.

43 21 50-1

- C. Complete manufacturer's installation instructions with detailed installation drawings.
- D. Complete manufacturer's operational instructions.
- E. Complete manufacturer's maintenance instructions with complete catalog information, parts list, recommended spare parts list and instructions for periodic maintenance of the pumping unit(s).

**1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver only materials that fully conform to these specifications, or for which submittals have been provided to Engineer and reviewed and approved for use.
- B. Store materials in a protected environment on pallets.
- C. Pumps, columns, bowls, and appurtenances contaminated with mud and surface water shall be removed from the site and not used in construction unless thoroughly cleaned, inspected and approved by Owner.
- D. Handle all materials so as to avoid damage. Remove from the site and replace any damaged materials.

**1.06 BID ITEM DESCRIPTIONS**

- A. The Base Bid item "Furnish and Install Well Pump and Column Piping" shall include all components including labor and materials necessary to construct the proposed pump and column piping as shown on the Drawings and described in these Specifications. The bid item shall include replacement of the pump pre-lube line and all fittings, supports, and appurtenances as shown on Sheet C1.0 of the Drawings. Quantities will not be measured and it will be paid for by the Lump Sum.

**PART 2 - PRODUCTS**

**2.01 ACCEPTABLE MANUFACTURERS**

- A. Vertical Turbine Pumps:
  - 1. Pentair/Fairbanks
  - 2. National Pump
  - 3. Or Equal
  - 4. Substitutions: Under provisions of Section 01 60 00 – Product Requirements.
- B. Column Discharge:
  - 1. Cook
  - 2. Sargent
  - 3. Layne
  - 4. Substitutions: Under provisions of Section 01 60 00 – Product Requirements.

**2.02 VERTICAL TURBINE PUMP**

- A. Performance and Design Requirements:
  - 1. Quantity: One (1)
  - 2. Capacity: 1100 gpm
  - 3. Head: 325.0 ft
  - 4. Shutoff Head: 650 ft
  - 5. Speed: 1770 rpm
  - 6. Min. Efficiency: 70%

43 21 50-2



7. Motor: New - 150 Hp, 460 V, 3 ph
  8. Nominal size of pump discharge: 10 in
  9. Nominal size of pump suction: 8 in
  10. Nominal size of pump column: 10 in
  11. Impeller Dia, rated: 8.81 in
  12. Min. shop test pressure: 1.50x shutoff head
  13. Pump Column Length: See Drawings
  14. Total dynamic head shall be as measured at the discharge of the pump and shall include velocity head and vertical static head from the minimum water level to the centerline of the pump discharge
  15. The pump(s) shall be designed for continuous operation and will be operated continuously under normal service.
  16. Performance of the pump shall be stable and free from damaging cavitation, vibration, and noise in the operating head range.
- B. Pump Construction:
1. Pump Bowls: Cast Iron, Class 30, ASTM A48
  2. Pump Bowl Cap Screws: Stainless Steel
  3. Impellers: Stainless Steel
  4. Bowl Wearing Rings: Stainless steel
  5. Pump Shaft: 11-14 Percent Chrome Steel or 18-8 Stainless Steel
  6. Pump Bearings: Bismuth Bronze
  7. Suction Pipe: Cast Iron, ASTM A54, Grade A Steel
  8. Column Pipe: ASTM A53, Grade B Carbon Steel with threaded couplings.
  9. Line Shaft: ASTM A582, Type A16 stainless steel with ASTM A269 stainless steel sleeves and couplings.
  10. Line Shaft Bearing: Neoprene Rubber, water lubricated
  11. Discharge Head: Cast iron ASTM A48, Class 30 with machined plate and minimum of two 1-1/2" diameter NPT taps, discharge plank, ANSI class 125 or 150 with 1/4" NPT connection for pressure gauge.
- C. Head losses through the pump, including suction inlet losses, are not included in the total pumping heads. Pumping heads and other terms shall be as defined in the Standards of Hydraulic Institute.
- D. For design and rating purpose, the water to be pumped shall be assumed to have a temperature of 68 degrees F.
- E. Pedestal:
1. Reuse Existing.
- F. Subbase:
1. Reuse Existing.

- G. Anchor Bolts:
1. All anchor bolts, nuts and washers shall be hot-dip galvanized in conformity with ASTM A153 and A385, cadmium plated in conformity with ASTM A165, Type NS, or zinc plated in conformity with ASTM A164, Type GS or stainless steel. Assemble all bolts with NSF anti-seize lubricant.
- H. Pump Bowl Assembly:
1. The bowl water passages shall be coated with Scotchkote 134 or equal to provide optimum performance and consistency to output.
  2. Bowls shall be equipped with wearing rings. Wear rings shall have the minimum practical clearance to the mating cylindrical surface of the impeller to provide adequate sealing independent of vertical positioning of the impellers. Wearing rings shall be designed to maintain pump efficiency. Wearing rings shall be designed so that they will not move or come loose during any condition of operation or handling, including reverse rotation of the pump.
  3. Bowls and case shall have bronze sleeve type bushings to support and guide the shaft. Bushing material shall be bronze, ASTM B505 alloy 836.
  4. The suction case bearing shall be grease packed with provision for grease circulation from a reservoir in the suction case hub. A bronze sand collar shall be provided to protect the suction case bearing from abrasives in the liquid pumped.
  5. The discharge case shall have vanes to deliver the flow of water with minimum turbulence.
  6. The intermediate stages shall be selected to provide the maximum efficiency with least number of stages.
  7. Impeller shall be of the enclosed type, cast of stainless steel, accurately cast, machined, balanced, and filed for optimum performance and minimum vibration. The design shall be non-overloading for the capacity of the motor selected. The impeller shall be securely fastened to the bowl shaft with taper collets of ASTM A582, Grade 416 stainless steel.
  8. Bowl shaft shall be of sufficient diameter to transmit the pump horsepower with a liberal safety factor and rigidly support the impellers between the bowl or case bearings. The bowl shaft material shall be high chrome stainless steel.
- I. Pump Column:
1. Ends shall be machined with 8 threads per inch with a 1/8 taper and faced parallel to butt against machined shoulders in the column couplings.
  2. Intermediate sections of column shall not exceed 10 feet for pump speeds up to 2200 RPM. Top and bottom sections of column pipe shall not exceed 5 feet.
  3. The upper end of bottom and intermediate column pipes shall be fitted with a coupling of ASTM A48, Class 30 cast iron or ASTM A-53 steel. The coupling shall have an integrally cast spider hub or cast bronze insert spider hub to hold and accurately align the line shaft bearing.

4. The line shaft bearings shall be of synthetic rubber. The external shape of the bearing shall be such as to retain it in the coupling spider hub without use of auxiliary collars or rings. The internal shape of the bearing shall provide minimum friction contact to the shaft sleeves. Replacement bearings shall be capable of being installed by hand without special tools.
  5. Provide factory applied coating for the interior and exterior of bowl assemblies and column piping. Interior and exterior epoxy coat shall be Tnemec Series N 140 or equal, thickness 6.0 – 10.0 mils. Provide factory finish coat for interior of discharge head. Discharge head exterior shall have factory applied prime coat for field finish by Contractor. Coating shall be NSF approved.
  6. Provide touchup kits for installation personnel to repair all nicks and scratches made during installation.
- J. Suction Bowl Inlet:
1. The Contractor shall furnish with the pumping unit, a two foot section of black steel, ASTM A54, Grade B suction pipe, threaded for attaching to the pump.
  2. Provide factory applied coating for the interior and exterior of Suction Bowl Inlet. Interior and exterior epoxy coat shall be Tnemec Series N 140 or equal, thickness 6.0 – 10.0 mils. Provide factory finish coat for interior of The Suction Bowl Inlet. Suction Bowl Inlet exterior shall have factory applied prime coat for field finish by Contractor. Coating shall be NSF approved.
- K. Shafting:
1. Shafting shall be not smaller than the minimum permitted by ANSI B58.1 or AWWA E101, and shall be straight in accordance with ANSI B58.1 or AWWA E101. Shaft diameter selection shall be based on a combined shear stress of not more than 18% of the ultimate strength or not in excess of 30% of the elastic limit in tension.
  2. An adjusting nut shall be provided at the top of the motor for raising or lowering the shafting to properly center the impellers in the bowls.
  3. Intermediate shaft sections shall be interchangeable and shall not exceed 10 feet in length. The butting ends shall be machined square to the axis of the shaft and faces shall be recessed to insure proper contact. The shaft ends shall be threaded and coupled by stainless steel couplings, bored and threaded, and designed with a safety factor 1-1/2 times the shaft safety factor. Threads shall be left hand to tighten during pump operation. Shaft couplings shall be designed to transmit the maximum combination of torque and thrust and to maintain alignment between adjacent shaft sections. Thread lubricant shall be applied to male threads of all threaded connections.
  4. The shaft shall be provided with an ASTM A269 Type 30 stainless steel sleeve to act as a journal for each rubber line shaft bearing. The sleeve shall be placed on a full size shaft without undercutting and secured in position by a suitable adhesive. Replacement sleeves shall permit field installation without special tools.
- L. Anti-reverse Device:
1. A suitable backstop, anti-reverse ratchet shall be provided on the pumping unit.
- M. Rotation:

1. The pump will be counterclockwise rotation when viewed from the driver end looking at the pump.

**2.03 ELECTRIC MOTOR**

- A. The Contractor shall use a new 150 horsepower, 460 volt, 3 phase motor.
  1. The motor shall be designed and applied in conformity with NEMA, NEC, ANSI, IEEE, and AFBMA standards for the particular application and service.
  2. Bearing life shall be based upon actual operating conditions in accordance with AFBMA life and thrust values.
  3. The motor shall be as specified for the pump, volt, Hz, phase, vertical, hollow shaft machine.
  4. Insulation shall be Class F minimum, with a standard temperature rise of 105°C by thermometer in an ambient of 40°C.
  5. The motor shall be of the normal starting torque, low starting current, constant speed totally enclosed fan cooled (TEFC) type and shall be operated with a line voltage at any value between 15 percent below and 25 percent above the rated voltage. The motor shall not be overloaded throughout the entire pump curve.
  6. Motor shall be Code "G".
  7. Motor shall be Premium Efficient and Inverter Duty.
  8. Motors shall be rated for use with Variable Frequency Drives.
  9. Motor shall be 480 volt, 3 phase, 60 hz sized for the proposed pump.
  10. Manufacturers:
    - a. Baldor
    - b. WEG
    - c. US Motor
    - d. Or Equal

B.

**PART 3 - EXECUTION**

**3.01 SOURCE QUALITY CONTROL**

- A. All Pumps:
  1. Hydrostatically test bowl assemblies at 150 percent of shut off head and furnish documentation of test.
- B. Factory test each pump or all pumps:
  1. Factory test prior to shipment in accordance with the Hydraulic Institute Standards.
  2. Head (FT) versus pump flow (GPM) curves:
    - a. Maximum, minimum and two equally spaced intermittent speeds.
    - b. Efficiencies along each curve.
    - c. Brake horsepower along each curve.
  3. Provide certified test logs and performance curves.
  4. Manufacturer to guarantee performance of flow, head, efficiency at specified conditions.

- C. Test Reports:
  - 1. Manufacturer to guarantee performance of flow, head, efficiency at specified conditions.

**3.02 INSTALLATION**

- A. Each pump shall be aligned and connected to the discharge piping and the subbase then poured in place. Attention is directed to the requirements of the pipe section concerning flanged connections to pumps.
- B. Installation must be in accordance with written instructions supplied by the manufacturer at time of delivery.
- C. Fasteners at all pipe connections must be tight. Install pipe with supports and thrust blocks to prevent strain and vibration on pump piping.

**3.03 FIELD QUALITY CONTROL**

- A. Provide services of equipment manufacturer's field service representative(s) to:
  - 1. Inspect equipment covered by these Specifications.
  - 2. Supervise pre-start adjustments and installation checks.
  - 3. Conduct initial startup of equipment and perform operational checks.
  - 4. Conduct field flow test demonstrating with pressure gauge and calculating flow measurement to demonstrate pumps are operating at design conditions.
  - 5. Provide a written statement that manufacturer's equipment has been installed properly, started up and is ready for operation by Owner's personnel.
  - 6. The pump manufacturer shall include one half day (4 hours) of start-up field services with the proposal for the purpose of supervising the start-up and instructions of proper maintenance and operations.

**3.04 INSTALLATION AND ACCEPTANCE TESTS**

- A. The Contractor shall ensure that the pumps and motors are properly installed with no pipe strain transmitted to the pump casing.
- B. The pumping units shall be installed in accordance with the instructions of the manufacturer and as shown on the drawings by the Contractor.
- C. Installation shall include furnishing the required oil and grease for initial operation. The grades of oil and grease shall be in accordance with the manufacturer's recommendations.
- D. The pump installation, including base, pedestal, discharge head and discharge piping shall be stable and free from damaging cavitation, vibration, and noise in the operating head range operate without any vibration throughout the operating range.

**END OF SECTION**





Council member Tom Kobus made a motion to award the bid for the David City Water Tower repainting to Maguire Iron with a bid of \$245,250.00. Council Member Jim Angell seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
 Yea: 6, Nay: 0



## Bid Tab

**PROJECT** | 2024 Water Tower Repainting

**JEO PROJECT NO.** | 230622.00

**LOCATION** | David City, Nebraska

**LETTING** | Thu, 06/06/2024 11:00 AM CDT

**OPINION OF PROBABLE COST** | \$450,000 – Base Bid; \$170,000 – Alternate Bid

Bidder	Total Base Bid	Total Alternate No. 1
Maguire Iron, Inc. Sioux Falls, SD	\$245,250.00	\$150,000.00
Utility Service Co., Inc. Perry, GA	\$298,400.00	\$145,600.00
Ascher Industrial Maintenance Austin, TX	\$300,893.75	\$255,876.75
Tank Pro, Inc. Northport, AL	\$304,372.00	\$199,293.00
Viking Painting, LLC La Vista, NE	<i>\$304,678.14</i>	<i>\$279,297.59</i>
O&J Coatings, Inc. Hurst, TX	\$356,250.00	\$207,500.00
J. R. Stelzer Co. Lincoln, NE	\$360,800.00	\$274,250.00
O & A Classic Coatings and Paintings Corporation Hurst, TX	\$406,518.78	\$245,508.50
TanksCo, Inc. Decatur, TX	\$524,385.00	\$212,850.00
TMI Coatings, Inc. St. Paul, MN	\$542,000.00	\$457,000.00

*\* Numbers in italics indicate an irregularity in the contractor's original bid form.*



Mayor Miller stated that the next item on the agenda was discussion regarding speed limit signs on the north and south sides of town and traffic concerns.

Mayor Miller stated that the Nebraska Department of Transportation would like the City to have a discussion regarding the hazards and needs of the community with regard to speed limits.

Police Chief Marla Schnell stated that the north side of State Highway 15 needs to be 45 mph starting at the new turn lane. The south side of State Highway 15 needs to be 45 mph beginning at the airport.

Council member Keith Marvin asked if a resolution to change the speeds would help.

City Attorney Michael Sands will draft a resolution to adopt at the next meeting. City Clerk Comte was asked for a graphic to accompany the resolution.

Council member Keith Marvin made a motion to pass and adopt Resolution No. 16-2024 approving the Butler County Parade Committee's request for the parade to cross Highway 15 on "L" Street on Sunday, July 14, 2024 in accordance with LB589. Council Member Jim Angell seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

#### **RESOLUTION NO. 16-2024**

WHEREAS, the Butler County Fair's Annual parade is scheduled for July 14, 2024, and

WHEREAS, the Butler County Parade Committee has designated 2:00 p.m. to 7 p.m. to allow for set-up and clean-up, with the parade beginning at 5:00 p.m., and

WHEREAS, the Butler County Parade Committee has requested that Highway 15, at the intersection of "L" Street and Highway 15, be closed so the parade can cross Highway 15,

WHEREAS, the Mayor and Council acknowledge Revised Statutes Chapter 39-1359, Rights-of way; inviolate for state and Department of Roads purposes; temporary use for special events; conditions; notice; Political Subdivisions Tort Claims Act; applicable, which states:

- (1) The rights-of way acquired by the department shall be held inviolate for state highway and departmental purposes and no physical or functional encroachments, structures, or uses shall be permitted within such right-of-way limits, except by written consent of the department or as otherwise provided in subsections (2) and (3) of this section.
- (2) A temporary use of the state highway system, other than a freeway, by a city including full and partial lane closures, shall be allowed for special events, as designated by a city, under the following conditions:

- (a) The roadway is located within the official corporate limits or zoning jurisdiction of the city;
  - (b) A city making use of the state highway system for a special event shall have the legal duty to protect the highway property from any damage that may occur arising out of the special event and the state shall not have any such duty during the time the city is in control of the property as specified in the notice provided pursuant to subsection (3) of this section, and
  - (c) Any existing statutory or common law duty of the state to protect the public from damage, injury, or death shall become the duty of the city making use of the state highway system for the special event, and the state shall not have such statutory or common law duty during the time the city is in control of the property as specified in the notice provided pursuant to subsection (3) of this section, and
  - (d) The city using the state highway system for a special event shall formally, by official governing body action, acknowledge that it accepts the duties set out in this subsection and, if a claim is made against the state, shall indemnify, defend, and hold harmless the state from all claims, demands, actions, damages, and liability, including reasonable attorney's fees, that may arise as a result of the special event.
- (3) If a city has met the requirements of subsection (2) of this section for holding a special event and has provided thirty days' advance written notice of the special event to the department, the city may proceed with its temporary use of the state highway system. The notice shall specify the date and time the city will assume control of the state highway property and relinquish control of such state highway property to the state.
- (4) The Political Subdivisions Tort Claims Act shall apply to any claim arising during the time specified in a notice provided by a political subdivision pursuant to subsection (3) of this section.

WHEREAS, the City of David City wishes to support this annual event, and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, that the City Clerk is hereby authorized to forward this resolution to the State of Nebraska Department of Roads for the closing of Highway 15 and "L" Street, from 2:00 p.m. to 7:00 p.m. for the parade to be held on Sunday, July 14, 2024 in David City, Nebraska.

Passed and adopted this 12<sup>th</sup> day of June, 2024.

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Mayor Jessica J. Miller

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City Clerk Tami L. Comte



Certificate Number: 4  
Member Number: 0310  
Policy Number: B0310PC2023-1

**CERTIFICATE OF COVERAGE**

This Certificate is issued as a matter of information only and confers no rights upon the Certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the coverage document(s) listed below.

**NAME & ADDRESS OF MEMBER:** City of David City  
PO Box 191  
490 E St  
David City, NE 68632

This is to certify that the coverage document(s) listed below have been issued to the Member named above and are in force at this time. Notwithstanding any requirement, term or condition of any agreement or other document with respect to which this Certificate may be issued or may pertain, the coverage(s) afforded is subject to all the terms, exclusions and conditions of the Coverage Agreement(s).

<b>TYPE OF COVERAGE</b>	<b>EFFECTIVE DATE</b>	<b>EXPIRATION DATE</b>	<b>LIMIT OF COVERAGE</b>
General Liability	10/1/2023	10/1/2024	\$5,000,000/\$5,000,000

**CANCELLATION:** Should the above described coverage document(s) be cancelled, the League Association of Risk Management will endeavor to mail 30 days written notice to the below named Certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the pool.

**SPECIAL CONDITIONS/OTHER COVERAGES:**

Verification for the City of David City - Member has liability coverage for parades

**NAME & ADDRESS OF CERTIFICATE HOLDER:**

Nebraska Department of Roads  
PO Box 94759  
Lincoln, NE 68509

**DATE ISSUED:** 6/11/2024

A handwritten signature in cursive script that reads "Parker Chamber". The signature is written in black ink and is positioned above a horizontal line.

Authorized Representative

Council member Keith Marvin introduced Ordinance No. 1477 changing all municipal code references from Butler County Sheriff's Office to David City Police Department. Mayor Miller read Ordinance No. 1477 by title.

Council member Bruce Meysenburg made a motion to approve the statutory rule that requires an Ordinance to be read on three separate days.. Council Member Keith Marvin seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

Council member Keith Marvin made a motion to pass and adopt Ordinance No. 1477 on third and final reading changing all Municipal Code references from Butler County Sheriff's Office to David City Police Department. Council Member Jim Angell seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

#### **ORDINANCE NO. 1477**

#### **AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF DAVID CITY, NEBRASKA, REPLACING ALL REFERENCES IN THE DAVID CITY MUNICIPAL CODE TO THE BUTLER COUNTY SHERIFF'S OFFICE TO THE DAVID CITY POLICE DEPARTMENT; DEFINING THE POLICE DEPARTMENT'S ROLE; AND AUTHORIZING PUBLICATION OF THE SAME IN PAMPHLET FORM.**

**WHEREAS**, on February 8, 2023, the Mayor and City Council of the City of David City, Nebraska ("**City**"), a municipal corporation and city of the second class passed Ordinance 1428 creating the City of David City, Nebraska, Police Department ("**Department**"); and

**WHEREAS**, the City desires to further define the role of the Department and the positions within the Department by adopting a new section 1-521, as shown in **EXHIBIT A**, attached hereto and incorporated herein; and

**WHEREAS**, the City desires to remove all references in the Code to the Butler County Sheriff's Office and to replace with same with references to the Department, as shown in **EXHIBIT B**, attached hereto and incorporated herein; and

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA** that the City hereby adopts the new and amended sections of the Code as shown in **EXHIBIT A** and **EXHIBIT B**, both attached hereto and incorporated herein.

**BE IT FURTHER ORDAINED** that any other ordinance or section of any ordinance passed and approved prior to the passage, approval, and publication or posting of this ordinance and in conflict herewith is hereby repealed.

**BE IT FURTHER ORDAINED** that this Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form.

PASSED AND APPROVED THIS 12<sup>th</sup> day of June, 2024.

\_\_\_\_\_  
Mayor Jessica Miller

ATTEST

\_\_\_\_\_  
City Clerk Tami L. Comte

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**EXHIBIT A**

**SECTION 1-521: POLICE DEPARTMENT; CHIEF OF POLICE**

The City of David City Police Department shall consist of a Police Chief, Assistant Chief, Sergeant, three full-time sworn law enforcement officers, and five part-time sworn law enforcement officers. The David City Police Department is responsible for any non-emergency and emergency calls for service within the city limits and for issuing citations or making arrests for violations of all city ordinances or Nebraska state law. The Police Chief shall have immediate control over all the City of David City Police Officers. The Police Chief oversees the Law Enforcement budget and all equipment needed for the Police Department. The Police Chief is in charge of all necessary reporting to local, state, and federal entities and offices in relation to the David City Police Department's activities or crime within with City.



## **EXHIBIT B**

### **SECTION 3-127: APPLIANCE OUTDOORS**

A. It shall be unlawful for any person to permit a refrigerator, icebox, freezer, or any other dangerous appliance to be in the open and accessible to children, whether on private or public property, unless the doors and lids have been removed or padlocked. (Neb. Rev. Stat. §18-1720)

B. Upon the report being received by a city employee of a refrigerator, icebox, freezer or any other dangerous appliance being in the open and accessible to children, whether on private or public property, or upon observation by a David City Police Department officer of a refrigerator, icebox, freezer, stove, range, clothes washing machine, clothes dryer, dish washing machine, or any other dangerous appliance being in the open and accessible to children, whether on private or public property, the David City Police Department shall serve notice to the owner of said refrigerator, icebox, freezer, or any other dangerous appliance to remove the same within five days. In the event that the refrigerator, icebox, freezer, stove, range, clothes washing machine, clothes dryer, dish washing machine, or other dangerous appliance is not removed within the five days, the city will remove or cause to be removed said appliance(s) and assess the expense of the removal to the owner.

### **SECTION 3-201: DEFINITIONS**

“Animal control authority” shall mean the City of David City Police Department.

“Animal control officer” shall mean any individual employed, appointed, or authorized by an animal control authority for the purpose of aiding in the enforcement of this act or any other law or ordinance relating to the licensing of animals, control of animals, or seizure and impoundment of animals and shall include any state or local law enforcement or other employee whose duties in whole or in part include assignments that involve the seizure and impoundment of any animal.

“Owner” shall mean any person, firm, corporation, organization, political subdivision, or department possessing, harboring, keeping, or having control or custody of a dog; and specifically in reference to a collarless dog, every person who shall harbor such a dog about his or her premises for the space of ten days shall be held to be the owner. (Neb. Rev. Stat. §§54-606, 71-4401)

### **SECTION 3-302: CHICKENS AND DUCKS; PROHIBITED BIRDS**

B. If a complaint is made to the city about noise, odor, or other violation(s) of this article, City of David City Police Department shall promptly investigate the complaint and contact the owner/renter to give him/her the opportunity to correct the conditions causing such complaint. If the conditions are not corrected within 24 hours of the contact by the Police Department, the Police Department may issue a citation to be filed with the Butler County Court for violation of this article.

**EXHIBIT B**  
**(Continued)**

**SECTION 3-404: NOTICE PROCEDURE; ABATEMENT**

1. The code enforcement officer shall document the weeds or nuisance by photographing the same. Once the weeds or nuisance has been documented, the city clerk shall give notice to mow, abate, and remove such weeds or nuisance to each owner or owner's duly authorized agent and to the occupant of the premises, if any, by personal service or certified mail with return receipt requested. If mailed, such notice shall be conspicuously marked as to its importance. Personal service shall be made by an officer of the City of David City Police Department or other person as designated by the mayor. Such notice shall contain a copy of the photograph of the weeds or nuisance, a copy of this ordinance, instructions on abatement of the weeds or nuisance, time in which such abatement shall take place, and possible penalties for failure to abate.

**SECTION 4-103: EMERGENCY REGULATIONS**

The City of David City Police Department and its officers are hereby empowered to make and enforce temporary traffic regulations to cover emergencies.

**SECTION 4-104: ENFORCEMENT**

The City of David City Police Department and its designees are hereby authorized, empowered, and ordered to exercise all powers and duties with relation to the management of street traffic and to direct, control, stop, restrict, regulate and, when necessary, temporarily divert or exclude in the interest of public safety, health, and convenience the movement of pedestrian, animal, and vehicular traffic of every kind in streets, parks, and on bridges. The driver of any vehicle shall stop upon the signal of any law enforcement officer. (Neb. Rev. Stat. §60-683)

**SECTION 4-106: LAW ENFORCEMENT; TRAFFIC OFFICERS**

The City Council or the City of David City Police Department Chief of Police may at any time detail officers, to be known as "traffic officers," at street intersections. All traffic officers shall be vested with the authority to regulate and control traffic at the intersections to which they are assigned. It shall be their duty to direct the movement of traffic and prevent congestion and accidents. It shall be unlawful for any person to violate any order or signal of any City of David City Vehicles and Traffic such traffic officer notwithstanding the directive of a stop sign or signal device which may have been placed at any such intersection. (Neb. Rev. Stat. §§60-680, 60-683)

**SECTION 4-107: TRAFFIC CITATIONS; ISSUANCE**

The City of David City Police Department and its officers may issue traffic citations containing notices to appear. The Chief of Police of the David City Police Department or its officers shall return all copies of every traffic citation which has been spoiled or upon which any entry has been made and not issued to an alleged violator. (Neb. Rev. Stat. §60-680)

**EXHIBIT B**  
**(Continued)**

**SECTION 4-108: TRAFFIC CITATIONS; DISPOSITION AND RECORDS**

The City of David City Police Department or its officers, upon issuing a traffic citation to an alleged violator of any provision of this chapter, shall deposit a copy of the traffic citation with the city attorney unless it is just a warning. It shall be unlawful for the David City Police Department and its officers to dispose of a traffic citation or copies thereof or of the record of issuance of the same in a manner other than as required herein. (Neb. Rev. Stat. §§29-422, 29-424)

**SECTION 4-127: RIGHT OF WAY; GENERALLY**

A. When two vehicles approach or enter an intersection at approximately the same time, the driver of the vehicle on the left shall yield the right of way to the vehicle on the right when the paths of such vehicles intersect and there is danger of a collision, unless otherwise directed by the City of David City Police Department and its officers stationed at the intersection.

**SECTION 4-213: SNOW REMOVAL; STREET MAINTENANCE OR CLEANING**

The street superintendent or foreman may order any street or alley or portion thereof vacated for weather emergencies or street maintenance. Notice during the hours of 7:00 a.m. to 6:00 p.m. shall be given by personally notifying the owner or operator of a vehicle parked on such street or alley or by posting appropriate signs along such streets or alleys. In those areas in the central Business District, which are posted by permanent signs as snow removal areas, all parking on such streets or alleys between the hours of 11:00 p.m. to 7:00 a.m. shall be prohibited when there is 2 inches or more of snowfall, until the accumulated snowfall has been removed. Any person parking a vehicle in violation of this section shall be subject to the penalties provided for this chapter and such vehicle may be removed and stored under the supervision of the City of David City Police Department or officers in a suitable location without further notice to the City of David City Vehicles and Traffic owner or operator of the vehicle.

**SECTION 4-306: MINI-BIKES; PUBLIC LANDS**

Mini-bikes may be operated upon public lands owned by the city; provided, oral permission shall be received from the park superintendent prior to such operation. Failure to gain such permission shall be a violation of this article and shall be enforced by the City of David City Police Department and its officers.

### **SECTION 5-110: SANITARY CONDITIONS**

It shall be unlawful to open for public use any retail liquor establishment that is not in a clean and sanitary condition. Toilet facilities shall be adequate and convenient for customers and patrons and said licensed premises shall be subject to any health inspections the City Council or the City of David City Police Department or its officers may make or cause to be made. All applications for liquor licenses shall be viewed in part from the standpoint of the sanitary conditions, and a report concerning the said sanitary conditions shall be made at all hearings concerning the application for or renewal of a liquor license.

### **SECTION 5-128: REMOVAL OF INTOXICATED PERSONS FROM PUBLIC OR QUASI-PUBLIC PROPERTY**

A. County sheriffs and deputies, Nebraska State Patrol troopers, David City Police Department officers and any other such law enforcement officers with power to arrest for traffic violations may take a person who is intoxicated and in the judgment of the officer dangerous to himself, herself, or others or who is otherwise incapacitated from any public or quasi-public property. An officer removing an intoxicated person from public or quasi-public property shall make a reasonable effort to take such intoxicated person to his or her home or to place such person in any hospital, clinic, alcoholism center, or with a medical doctor as may be necessary to preserve life or to prevent injury. Such effort at placement shall be deemed reasonable if the officer contacts those facilities or doctors which have previously represented a willingness to accept and treat such individuals and which regularly do accept such individuals. If such efforts are unsuccessful or are not feasible, the officer may then place such intoxicated person in civil protective custody, except that civil protective custody shall be used only so long as is necessary to preserve life or to prevent injury and under no circumstances for longer than 24 hours.

### **SECTION 5-201: ITINERANT SALES; REGULATION**

B. The city clerk shall submit such application to the City of David City Police Department, which shall investigate the applicant and the application. Upon determining that such permit would not constitute a nuisance to the citizens, the City of David City Police Department shall certify to the city clerk such approval and the clerk shall then have the authority to issue a sales permit to the approved applicant. Each person granted a permit shall pay a fee the clerk, and upon payment, the clerk may issue a sales permit to such approved applicant. Such fee amount shall be as set by resolution of the City Council and placed on file in the city clerk's office. The permit shall be valid for a period of seven days from and after date of issuance. The date of expiration shall be clearly marked on the permit. A sales permit shall be required for each person desiring to do business within the city. Any person or persons granted such permit shall be subject to any occupation taxes and other rules and regulations which the City Council deems appropriate for the purposes stated herein.

### **SECTION 8-410: ENFORCEMENT**

The City of David City Police Department or its designee shall be charged with the duty of enforcing all the provisions, terms and regulations of this article.

Council member Bruce Meysenburg introduced Ordinance No. 1478 clarifying the number of pets allowed per household. Mayor Jessica Miller read Ordinance No. 1478 by title.

Council member Bruce Meysenburg made a motion to approve the statutory rule that requires an Ordinance to be read on three separate days. Council Member Keith Marvin seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

Council member Kevin Woita made a motion to pass and adopt Ordinance No. 1478 on third and final reading clarifying the number of pets allowed per household. Council Member Jim Angell seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

### **ORDINANCE NO. 1478**

**AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, TO AMEND THE DAVID CITY MUNICIPAL CODE TO CLARIFY THE OCCUPANCY LIMITS FOR PETS WITHIN ANY RESIDENCE WITHIN THE CORPORATE LIMITS OF THE CITY; AND TO AUTHORIZE PUBLICATION IN PAMPHLET FORM.**

**WHEREAS**, the Mayor and City Council of David City, Nebraska, a municipal corporation and city of the second class ("**City**") finds that Section 3-204 of the David City Municipal Code ("**Code**") is ambiguous; and

**WHEREAS**, section 3-204 of the Code provides that:

It shall be unlawful for the owner or occupant of any residence or premises within the city limits to own, keep or harbor more than three dogs, cats, or a combination thereof, over the age of six months; and

**WHEREAS**, the City wishes to clarify that the three pet occupancy limit applies to all dogs or cats over the age of six months within a single residence at any point in time, including transient or temporary pets in the residence.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF DAVID CITY, NEBRASKA**, that the City hereby repeals Section 3-204 of the Code in its entirety and replaces it with the following:

#### **SECTION 3-204:      LIMITATION OF NUMBERS**

It shall be unlawful for a person to temporarily or permanently own or harbor more than three dogs, cats, or a combination thereof, over six months of age, at any given time, in any residence or the yard thereto, within the city limits.

**BE IT FURTHER ORDAINED**, that this ordinance shall take immediate effect as of the date written below and any other ordinances or portions of ordinances in conflict herewith are hereby repealed in full.

**BE IT FURTHER ORDAINED** that this Ordinance shall be in full force and effect after passage, approval and publication in pamphlet form.

PASSED AND APPROVED this 12<sup>th</sup> day of June, 2024.

CITY OF DAVID CITY

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Council member Keith Marvin introduced Ordinance No. 1479 amending the concealed weapon Ordinance. Mayor Jessica Miller read Ordinance No. 1479 by title.

Council member Keith Marvin made a motion to approve the statutory rule that requires an Ordinance to be read on three separate days. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

Council member Keith Marvin made a motion to pass and adopt Ordinance No. 1479 amending the concealed weapon Ordinance. Council Member Jim Angell seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0



**ORDINANCE NO. 1479**

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF  
DAVID CITY, NEBRASKA, AMENDING SECTION 3-106 OF THE  
DAVID CITY MUNICIPAL CODE; AND AUTHORIZING  
PUBLICATION OF THE SAME IN PAMPHLET FORM.**

**WHEREAS**, Section 3-106 of the David City Municipal Code ("**Code**") provides the following:

Except as otherwise provided in this section, any person who carries a weapon or weapons concealed on or about his or her person such as a revolver, pistol, Bowie knife, dirk or knife with a dirk blade attachment, brass or iron knuckles, or any other deadly weapon commits the offense of carrying a concealed weapon. This section shall not apply to a person who is the holder of a valid permit issued under the Concealed Handgun Permit Act if the concealed weapon which the offender is carrying is a handgun as defined in Nebraska Revised Statutes section 69-2429.

**WHEREAS**, the Nebraska Legislature passed Legislative Bill 77 ("**LB 77**") on April 19, 2023, and on April 25, 2023, Governor Pillen signed the same into law; and

**WHEREAS**, LB 77, among other things, amended section 69-2441 of the Nebraska Revised Statutes (which the Nebraska Legislature subsequently transferred to Section 28-1202.01) so that any "person, other than a minor or a prohibited person, may carry a concealed handgun anywhere in Nebraska, with or without a permit under the Concealed Handgun Permit Act"; and

**WHEREAS**, LB 77 amended section 18-1703 of the Nebraska Revised Statutes to provide that "cities . . . shall not have the power to . . . regulate the ownership, possession, storage . . . of firearms or other weapons, except as expressly provided by state law"; and

**WHEREAS**, LB 77 amended section 69-2445 of the Nebraska Revised Statutes to provide that "[n]othing in the Concealed Handgun Permit Act prevents a person not otherwise prohibited from possessing or carrying a concealed handgun by state law from carry a concealed weapon without a permit"; and

**WHEREAS**, the Mayor and City Council of David City, Nebraska, a municipal corporation and city of the second class ("**City**"), desire to amend section 3-106 of the Code to comply with current Nebraska law.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA** that the existing section 3-106 of the Code is hereby repealed in its entirety and is replaced with the following:

**SECTION 3-106: CONCEALED WEAPONS**

Any prohibited person or minor, as the Nebraska Revised Statutes define in sections 28-1201(10) and (11) respectively, who carries a weapon or weapons concealed on or about his or her person such as a revolver, pistol, Bowie knife, dirk or knife with a dirk blade attachment, brass or iron knuckles, or any other deadly weapon commits the offense of carrying a concealed weapon pursuant to Nebraska Revised Statutes section 28-1201.01(8).

**BE IT FURTHER ORDAINED** that any other ordinance or section of any ordinance passed and approved prior to the passage, approval, and publication or posting of this ordinance and in conflict herewith is hereby repealed.

**BE IT FURTHER ORDAINED** that this Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form.

PASSED AND APPROVED THIS 12<sup>th</sup> day of June, 2024.

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Mayor Jessica Miller

ATTEST:

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City Clerk Tami L. Comte

Council member Keith Marvin introduced Ordinance No. 1480 amending the cost of veterinary bills for possibly rabid dogs. Mayor Jessica Miller read Ordinance No. 1480 by title.

Council member Bruce Meysenburg made a motion to approve the statutory rule that requires an Ordinance to be read on three separate days. Council Member Jim Angell seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea

Yea: 6, Nay: 0

Council member Kevin Woita made a motion to pass and adopt Ordinance No. 1480 on third and final reading amending the cost of veterinary bills for possibly rabid dogs. Council Member Jim Angell seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg:

Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

**ORDINANCE NO. 1480**

**AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, TO AMEND THE DAVID CITY MUNICIPAL CODE TO CLARIFY THAT THE OWNER OF ANY DOG THE DAVID CITY POLICE DEPARTMENT SUSPECTS OF HAVING RABIES AND THUS SEIZES SHALL PAY ALL IMPOUNDMENT FEES; AND TO AUTHORIZE PUBLICATION OF THE SAME IN PAMPHLET FORM.**

**WHEREAS**, the Mayor and City Council of David City, Nebraska, a municipal corporation and city of the second class ("**City**") is the "rabies control authority" within its corporate limits and may enforce all statutes and laws relating to the control of rabies in dogs, pursuant to section 71-4401(7) of the Nebraska Revised Statutes; and

**WHEREAS**, section 71-4411 of the Nebraska Revised Statutes provides that the animal control authority shall establish impoundment fees and that the owner of said dog shall pay said impoundment fees; and

**WHEREAS**, section 71-4404 of the Nebraska Revised Statutes provides that "[t]he cost of rabies vaccination shall be borne by the owner of the domestic or hybrid animal"; and

**WHEREAS**, section 71-4408(4) of the Nebraska Revised Statutes provides that, within 72 hours of the release of an impounded dog suspected of rabies, the dog's owner must pay the pound fees; and

**WHEREAS**, section 3-214 of the David City Municipal Code ("**Code**") provides for the seizure, impoundment and testing of unvaccinated dogs that have bitten any person; and

**WHEREAS**, section 3-214 of the Code does not make clear that the impoundment fees are to be paid by the dog's owner; and

**WHEREAS**, the City wishes to clarify that a dog's owner shall pay all costs of impoundment within 72 hours of the dog's release.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF DAVID CITY, NEBRASKA**, that the City hereby repeals Section 3-214 of the Code in its entirety and replaces it with the following:

**SECTION 3-214: RABIES SUSPECTED; IMPOUNDMENT**

Any dog suspected of being afflicted with rabies or any dog not vaccinated in accordance with the provisions of this article which has bitten any person and caused an abrasion of the skin shall be seized and impounded under the supervision of the Board of Health for a period of no fewer than ten days. If, upon examination by a veterinarian, the dog has no clinical signs of rabies at the end of such impoundment, it may be released to the owner or, in the case of an unlicensed dog, it shall be disposed of in accordance with the provisions herein. If the owner of the said dog has proof of vaccination, it shall be confined by the owner or some other responsible person for a period of at least ten days, at which time the dog shall be examined by a licensed veterinarian. If no signs of rabies are observed, the dog may be released from confinement. The Board of Health or its designee that provides for the impoundment of the dog shall charge impoundment fees as provided in section 3-221(C) of the David City Municipal Code. The dog's owner shall pay all such impoundment fees within seventy-two (72) hours of the dog's release. (Neb. Rev. Stat. §§ 71-4404, 71-4406, 71-4408(4), 71-4411)

**BE IT FURTHER ORDAINED**, that this ordinance shall take complete effect as of the date written below and any other ordinances or portions of ordinances in conflict herewith are hereby repealed in full.

**BE IT FURTHER ORDAINED** that this Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form.

PASSED AND APPROVED this 12<sup>th</sup> day of June, 2024

CITY OF DAVID CITY

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Council member Kevin Woita introduced Ordinance No. 1481 prohibiting riding in the truck bed. Mayor Jessica Miller read Ordinance No. 1481 by title.

Council member Keith Marvin made a motion to approve the statutory rule that requires an Ordinance to be read on three separate days. Council Member Kevin Woita seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg:

Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

Council member Bruce Meysenburg made a motion to pass and adopt Ordinance No. 1481 on third and final reading prohibiting riding in the truck bed. Council Member Jim Angell seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

### **ORDINANCE NO. 1481**

**AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, TO AMEND SECTION 4-136 OF THE DAVID CITY MUNICIPAL CODE TO CLARIFY THAT IT SHALL BE A VIOLATION TO RIDE IN THE TRUCK BED OF A VEHICLE; AND TO AUTHORIZE PUBLICATION OF THE SAME IN PAMPHLET FORM.**

**WHEREAS**, the Mayor and City Council of David City, Nebraska, a municipal corporation and city of the second class ("**City**") finds that section 4-136 of the David City Municipal Code ("**Code**") is ambiguous and contains an incorrect citation to the Nebraska Revised Statutes; and

**WHEREAS**, section 4-136 of the Code provides that:

No person shall permit any other person to ride on the running board, hood, top, or fenders of any motor vehicle nor shall any person ride on the running board, hood, top, or fenders of any motor vehicle. (Neb. Rev. Stat. §60-180); and

**WHEREAS**, the City wishes to remove the citation to Nebraska Revised Statutes section 60-180 and clarify that no person shall ride within the truck bed or any exterior portion of a vehicle except with prior authorization from the City Council.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF DAVID CITY, NEBRASKA**, that the City hereby repeals section 4-136 of the Code in its entirety and replaces it with the following:

#### **SECTION 4-136: RIDING OUTSIDE VEHICLE**

No person shall permit any other person to ride on the running board, hood, top, fenders or any exterior portion of any motor vehicle nor shall any person ride on the running board, hood, top, fenders or any exterior portion of any motor vehicle. The foregoing prohibition shall also apply to the bed of any pick-up truck. This section shall not apply to person(s) who receive prior approval from the David City Council to do so.

**BE IT FURTHER ORDAINED**, this ordinance shall take immediate effect upon approval and any ordinances or portions of ordinances in conflict herewith are hereby repealed.

**BE IT FURTHER ORDAINED** that this Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form.

PASSED AND APPROVED this 12<sup>th</sup> day of June, 2024.

CITY OF DAVID CITY

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Mayor Jessica Miller

ATTEST:

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City Clerk Tami Comte

Council member Kevin Woita introduced Ordinance No. 1482 repealing and complying with the Nebraska Helmet Law. Mayor Jessica Miller read Ordinance No. 1482 by title.

Council member Bruce Meysenburg made a motion to approve the statutory rule that requires an Ordinance to be read on three separate days. Council Member Jim Angell seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

Council member Kevin Woita made a motion to pass and adopt Ordinance No. 1482 on third and final reading repealing and complying with the Nebraska helmet law. Council Member Jim Angell seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

**ORDINANCE NO. 1482**

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF DAVID CITY, NEBRASKA, AMENDING SECTIONS 4-406 and 4-409 TO COMPLY WITH THE STATE OF NEBRASKA'S NEW HELMET LAW FOR MOTORCYCLES AND MOPEDS; AND AUTHORIZING PUBLICATION OF THE SAME IN PAMPHLET FORM.**

**WHEREAS**, sections 4-406 and 4-409 of the David City Municipal Code ("**Code**") require that all drivers and passengers of a motorcycle or moped, respectively, must wear a helmet; and

**WHEREAS**, the Nebraska Legislature passed Legislative Bill 138 ("**LB 138**") on May 31, 2023, and on June 1, 2023, Governor Pillen signed the same into law; and



**WHEREAS**, LB 138, among other things, amended Section 60-6,279 so that, beginning January 1, 2024, Nebraska law no longer requires persons to wear a helmet while driving a motorcycle or moped, provided the person:

1. Is at least twenty-one years of age;
2. For a Nebraska resident, completes a basic motorcycle safety course under the Motorcycle Safety Education Act, and submits proof of completion to the Nebraska Department of Motor Vehicles;
3. For a non-resident of Nebraska, completes an equivalent to the Motorcycle Safety Foundation basic motorcycle rider course or another substantially similar motorcycle rider course approved by the person's state of residence, and, provides proof of such completion to a law enforcement officer upon request; and
4. Wears suitable eye protection, including:
  - (A) Glasses covering the orbital region of the person's face;
  - (B) A protective face shield attached to a protective helmet;
  - (C) Goggles; or
  - (D) A windshield on the motorcycle or moped that protects the operators and passengers horizontal line of vision in all operating positions; and

**WHEREAS**, the Mayor and City Council of David City, Nebraska, a municipal corporation and city of the second class ("**City**"), desires to amend Sections 4-406 and 4-409 of the Code to comply with current Nebraska state law.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA** that the existing sections 4-406 and 4-409 of the Code are hereby repealed in full and replaced with the following:

**SECTION 4-406: MOPEDS; HELMET REQUIRED.**

Any person operating or riding on a moped, as Nebraska Revised Statutes section 60-122 so defines, on any highway shall wear a helmet to the extent section 60-6,279 of the Nebraska Revised Statutes so requires.

**SECTION 4-409: MOTORCYCLES; HELMET REQUIRED**

Any person operating or riding on a motorcycle, as Nebraska Revised Statutes section 60-124 so defines, on any highway shall wear a helmet to the extent section 60-6,279 of the Nebraska Revised Statutes so requires.

**BE IT FURTHER ORDAINED** that any other ordinance or section of any ordinance passed and approved prior to the passage, approval, and publication or posting of this ordinance and in conflict herewith is hereby repealed.

**BE IT FURTHER ORDAINED** that this Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form.

PASSED AND APPROVED THIS 12<sup>th</sup> day of June, 2024.

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Mayor Jessica Miller

ATTEST:

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City Clerk Tami L. Comte

Council member Keith Marvin introduced Ordinance No. 1483 prohibiting underage tobacco and vape usage and incorporating a penalty. Mayor Jessica Miller read Ordinance No. 1483 by title.

Council member Jim Angell made a motion to approve the statutory rule that requires an Ordinance to be read on three separate days. Council Member Kevin Woita seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

Council member Bruce Meysenburg made a motion to pass and adopt Ordinance No. 1483 on third and final reading prohibiting underage tobacco and vape usage and incorporating a penalty. Council Member Keith Marvin seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

**ORDINANCE NO. 1483**

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, AMENDING THE DAVID CITY MUNICIPAL CODE TO PROHIBIT THE SALE AND POSSESSION OF TOBACCO AND OTHER NICOTINE DEVICES BY PERSONS UNDER TWENTY-ONE YEARS OF AGE; AND AUTHORIZING PUBLICATION IN PAMPHLET FORM.**

**WHEREAS**, the City of David City, Nebraska ("**City**") desires to establish city-wide protocol to combat underage use of tobacco and vaping products; and

**WHEREAS**, Nebraska Revised Statutes section 28-1418 sets forth a state-wide prohibition on tobacco and vaping product use by persons under the age of 21; and

**WHEREAS**, Nebraska Revised Statutes section 17-111 authorizes the City to adopt and enforce such an ordinance; and

**WHEREAS**, on October 11, 2023, the City passed Ordinance 1457, establishing such a prohibition in section 3-123 of the David City Municipal Code ("**Code**"); and

**WHEREAS**, the City became aware that Ordinance No. 1457 did not properly incorporate the penal provisions of the David City Municipal Code; and

**WHEREAS**, the City wishes to adopt this ordinance to establish an ordinance prohibiting underage use of tobacco and vaping products and to incorporate the David City Municipal Code penal provisions.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA** that Section 3-123 of the David City Municipal Code is hereby repealed in full and replaced by the following:

A. *Definitions.* All terms used herein, including terms used in the Nebraska Revised Statutes that are incorporated herein by reference, shall retain their ordinary dictionary definition, unless such term is defined by Nebraska Revised Statutes section 28-1418.01, or elsewhere in the Nebraska Revised Statutes.

B. *Harmony with Nebraska State Law.* This ordinance shall not abridge, conflict with or supplant any provision(s) of Nebraska Revised Statute section 28-1418, and to the extent of any conflict, Nebraska Revised Statute section 28-1418 shall govern.

C. *Prohibition and Penalty.* It shall be unlawful, and such action shall constitute a Class V misdemeanor, for any person(s) under twenty-one (21) years of age to have in his or her possession, to use, to transport or carry or to purchase any cigarettes, cigars, chewing tobacco, or other forms of tobacco, or any electronic nicotine delivery systems or alternative nicotine products. The penalties for violating this ordinance shall follow Section 3-601 of the David City Municipal Code.

D. *Protocol.* If any person(s) violate(s) this ordinance, such person(s) shall have their prohibited items confiscated by the apprehending officer and shall be issued a citation. Such citation will contain, if the person(s) violating this ordinance are under 18 years of age, a parent or guardian name, address, phone number and relationship to the person(s) violating this ordinance, and if over 18 years of age, the name, address, and phone number of the person(s) violating this ordinance, as well as a "To Be Announced" (TBA) indication on the ticket for the court date. The Butler County Court shall then determine the court date.

E. Any minor charged with a violation of this section may be free from prosecution if he or she furnishes evidence for the conviction of the person or persons selling or giving him or her the cigarettes, cigars, vapor products, alternative nicotine products, or tobacco.

F. Any person who shall sell, give, or furnish in any way any tobacco in any form whatever or any cigarettes or cigarette paper, vapor products, or alternative nicotine products to any minor under 18 years of age is guilty of an offense.

**BE IT FURTHER ORDAINED**, the City hereby adopts this ordinance in its entirety, effectively immediately as of the date written below. To the extent any priorly-adopted or passed ordinances or resolutions are in conflict herewith, particularly Ordinance 1457, passed on October 11, 2023, they are hereby repealed to the extent of the conflict therewith.

**BE IT FURTHER ORDAINED** that this Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form.

PASSED AND APPROVED this 12<sup>th</sup> day of June, 2024

\_\_\_\_\_  
Mayor Jessica Miller

ATTEST:

\_\_\_\_\_  
City Clerk Tami Comte

Council member Keith Marvin made a motion to approve the submittal of a Rural Community Recovery Program application. Council Member Kevin Woita seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

Mayor Jessica Miller stated that the next item on the agenda was discussion regarding drainage on M Road south of the soccer field.

Jim Thege who resides at 1311 35 ½ Road was present as stated that he has had problems with rainwater drainage on his property since the RV Campground was installed. He asked that a larger culvert be installed on M Road and that the ditch be cleaned out on M Road.

Discussion followed.

Council member Keith Marvin made a motion to reappoint Donna Behrns to the Housing Authority Board for a five-year term (May, 2024- May, 2029). Council Member Pat Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

Council member Pat Meysenburg made a motion to approve the application of Scott Samek to sell permissible fireworks at 594 N 4th Street. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

Mayor Jessica Miller stated that the next item on the agenda was consider the bids received for Lot #120006916 on 11<sup>th</sup> Street with a minimum bid of \$24,000.

Interim City Administrator/City Clerk-Treasurer Tami Comte stated that there was only one bid received for Parcel #120006916.

Mayor Jessica Miller opened the bid and stated that the bid received was from Katherine Shinn in the amount of \$24,200 for Parcel #120006916.

Council member Bruce Meysenburg made a motion to accept the bid of \$24,200 from Katerine Shinn for Lot #120006916 pending a discussion of the sale terms. Council Member Kevin Woita seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

Mayor Jessica Miller stated that the next item on the agenda was consider the bids received for Parcel #120006931 on 11<sup>th</sup> Street with a minimum bid of \$11,900.

Interim City Administrator/City Clerk-Treasurer Tami Comte stated that there were no bids received on Parcel #120006931.

Council member Marvin suggested that the lot be cleaned up and have some of the trees removed and then try to sell the lot again.

Council member Kevin Woita made a motion to authorize July 5, 2024 as a paid holiday for city employees. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

Council member Bruce Meysenburg made a motion to adjourn. Council Member Pat Meysenburg seconded the motion. The motion carried and Mayor Jessica Miller declared the meeting adjourned at 8:16 p.m.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0



CERTIFICATION OF MINUTES  
June 12, 2024

I, Tami Comte, duly qualified and acting City Clerk for the City of David City, Nebraska, do hereby certify with regard to all proceedings of June 12, 2024; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that the minutes of the meeting of the City Council of the City of David City, Nebraska, were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided with advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

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Tami Comte, City Clerk